

# 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-

August 6, 2019 - 9:00 AM

### Board of Supervisors

Mark Medina  
Board Chairman  
District No. 1  
Anthony Botelho  
District No. 2  
Peter Hernandez  
District No. 3  
Jim Gillio  
District No. 4  
Jaime De La Cruz  
Vice-Chairman  
District No. 5



## SAN BENITO COUNTY BOARD OF SUPERVISORS

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter  
Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice-Chair

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

### **REGULAR MEETING AGENDA - August 6, 2019 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 Peter Hernandez,  
District #3.**

- b. Acknowledge Certificate of Posting

**Certificate of Posting.**

- 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.*

1. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**  
Approve contract renewal with Davis Guest Home, Residential Care Facility for the period of July 1, 2019 through June 30, 2020, for a maximum amount of \$80,000.00.  
SBC FILE NUMBER: 810
2. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**  
Approve contract renewal with John Muir Behavioral Health Center for period of July 1, 2019 through June 30, 2020, for a maximum total not to exceed \$75,000.00.  
SBC FILE NUMBER: 810
3. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**  
Approve contract with Door to Hope, for DMC-ODS (Drug MediCal Organized Delivery System) Women's Perinatal Residential Treatment and Other Supplemental Services for the period of July 1, 2019 through June 30, 2020, for a maximum total of \$176,038.00.  
SBC FILE NUMBER: 810
4. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**  
Approve contract renewal with Valley Health Associates for the period of July 1, 2019 through June 30, 2020, for a maximum amount of \$113,687.00.  
SBC FILE NUMBER: 810
5. **BOARD OF SUPERVISORS**  
Adopt Ordinance Amending Article 1 of Chapter 3.01 of Title 3 of the San Benito County Code for Grand Jurors Compensation, continued from July 23, 2019 meeting; and waive further reading of the ordinance.  
SBC FILE NUMBER: 430  
ORDINANCE NO: 987
6. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**  
Adopt Resolution accepting the Workforce Innovation & Opportunity Act (WIOA) Youth Program Allocation and authorize execution of Title 1 Master Subgrant Agreement No. AA011029 in the amount of \$209,597.00.  
SBC FILE NUMBER: 130  
RESOLUTION NO: 2019-73
7. **RESOURCE MANAGEMENT AGENCY- H. MAVROGENES**  
Approval of Final Map for TSM 16-99, Tract No. 338, commonly known as

Nguyen Subdivision located at the east side of Rosebud Avenue.  
SBC FILE NUMBER: 790

8. **SHERIFF'S OFFICE - D. THOMPSON**

Approve Reciprocal Intrastate Transportation of Prisoners Services Agreement by and between County of Los Angeles and County of San Benito that shall be continuous until terminated by either party.  
SBC FILE NUMBER: 110

**PUBLIC HEARING**

9. **AGRICULTURAL COMMISSIONER - K. OVERSTREET**

Hold a Public Hearing - Mosquito and Disease Control Assessment; and Adopt Resolution approving the Engineer's Report and ordering the levy of the FY 2019/2020 Mosquito and Disease Control Assessment.  
SBC FILE NUMBER: 1.1  
RESOLUTION NO: 2019-74

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

Hold a Public Hearing Regarding Acquisition of Real Property located on Buena Vista Road (APN 019-230-002-000) from Graniterock Company in the amount of \$385,000 and approve the Real Property Purchase and Sale Agreement.  
SBC FILE NUMBER: 790

11. **RESOURCE MANAGEMENT AGENCY - H. MAVROGENES**

Hold a public hearing and adopt a resolution imposing a fee/tax assessment in FY 2019/2020 for utilities and services provided to County Service Areas (CSAs); and adopt resolutions authorizing the County Auditor to levy a special tax and establish the 2019/2020 tax within Community Facilities Districts (CFDs).  
SBC FILE NUMBER: CSA'S  
RESOLUTION NO: 2019-74, RESOLUTION NO: 2019-75,  
RESOLUTION NO. 2019-76

**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.*

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

Receive presentation on County Service Areas (CSAs).  
SBC FILE NUMBER: CSA's

**PUBLIC  
HEARING**

**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.)*

13. **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: Potential of litigation relating to current landfill agreement.  
SBC FILE NUMBER: 235.6
14. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Section 54956.8**  
Property street address: APN: 0590200030  
Agency Negotiators: Ray Espinosa, County Administrative Officer; Barbara Thompson, County Counsel  
Negotiating parties: San Benito High School District, Shawn Tennenbaum  
Under Negotiation: Lease terms.  
SBC FILE NUMBER: 235.6
15. **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: Potential of additional litigation regarding Master Tax Agreement currently being litigated in *Award Homes, Inc. v. County of San Benito, et. al*, Case No. CU-15-00099, and *BMC Promise Way, LLC, dba Benchmark Communities v. County of San Benito, et. al.*, Superior Court of California, County of San Benito, Case No. CU-15-00056.  
SBC FILE NUMBER: 235.6
16. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**  
Subdivisions (a) and (d)(1) of Section 54956.9  
Name of Case: Rose, et. al. v. County of San Benito, Superior Court of California, County of San Benito, Case No. CU-17-00151.  
SBC FILE NUMBER: 235.6
17. **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
18. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Section 54956.8**  
Property street address: 0 Buena Vista Road (APN 019-230-002) (On Buena Vista Road across the road from where Buena Vista Road makes a 90 degree

turn towards the north)  
Agency Negotiators: Ray Espinosa, County Administrative Officer; County  
Counsel Barbara Thompson  
Negotiating parties: Graniterock  
Under Negotiation: Price and Terms of Payment  
SBC FILE NUMBER: 235.6

## **ADJOURNMENT**

### **Adjourn to the next regular meeting of Tuesday, August 20, 2019.**

*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  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number:**

**MEETING DATE:** 8/6/2019

**DEPARTMENT:** BOARD OF SUPERVISORS

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:** Janet Slibsager

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**Pledge of Allegiance to be led by Supervisor Peter Hernandez, District #3.**

**AGENDA SECTION:**

Pledge of Allegiance

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

**Pledge of Allegiance to be led by Supervisor Peter Hernandez, District #3.**

**ADDITIONAL PERSONNEL:**



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

Mark Medina  
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Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number:**

**MEETING DATE: 8/6/2019**

**DEPARTMENT:**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**Certificate of Posting.**

**AGENDA SECTION:**

Acknowledge Certificate of Posting

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Certificate of Posting	7/26/2019	Certificate of Posting



COUNTY OF SAN BENITO  
BOARD OF SUPERVISORS  
CERTIFICATE OF POSTING

Pursuant to California Government Code Section 59454.2(a), the meeting agenda for the San Benito County Board of Supervisors Meeting of Tuesday, August 6, 2019 was posted on the 2<sup>nd</sup> day of August, 2019 at the following locations, freely accessible to the public:

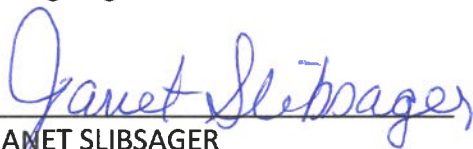
The bulletin board outside the front entrance of the Old County Courthouse,  
Monterey Street, City of Hollister, County of San Benito, State of California

And

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

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

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

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



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 1.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: BEHAVIORAL HEALTH**

**DEPT HEAD/DIRECTOR: Alan Yamamoto**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 810**

**SUBJECT:**

**BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Approve contract renewal with Davis Guest Home, Residential Care Facility for the period of July 1, 2019 through June 30, 2020, for a maximum amount of \$80,000.00.

SBC FILE NUMBER: 810

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

San Benito County Behavioral Health clients sometimes require licensed residential care placement as the least restrictive supervised settings to reside in, in lieu of independent living arrangements. Generally clients residing in this type of placement meet the criteria to also be LPS conserved because the client has been determined to be unable to independently provide for food, clothing and shelter as a result of a mental disorder. Davis Guest Home is a quality placement option for such clients. This particular placement can provide clients a high degree of staff support that includes implementing a treatment plan focused on assisting the client to develop their independent living skills and to someday become capable of living at a less restrictive level of care.

**BUDGETED:**

Yes

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

80,000

**STAFF RECOMMENDATION:**

1. Approve the contract renewal with Davis Guest Home for a maximum amount of \$80,000 for the term of FY 2019-20 and;
2. Authorize the Board Chair to sign said contract.

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

Description

Davis Guest Home

Upload Date    Type

7/12/2019

Standard Contract

## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and DAVIS GUEST HOME, ("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, 2019, and end on June 30, 2020, unless sooner terminated as specified herein.

**2. Scope of Services.**

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

**3. Compensation for Services.**

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

**4. General Terms and Conditions.**

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

**5. Insurance Limits.**

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

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

**6. Termination.**

The number of days of advance written notice required for termination of this contract is sixty (60) 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: Alan Yamamoto  
Title: Behavioral Health Director  
Address: 1131 San Felipe Road  
Hollister, CA 95023  
Telephone No: (831) 636-4020  
Fax No: (831) 636-4025

**Contract Administrator for CONTRACTOR:**

Name: Lonny G. Davis  
Title: President / Owner  
Address: 1878 E. Hatch Road  
Modesto, CA 95351  
Telephone No: (209) 538-1496  
Fax No: (209) 538-6584


**SIGNATURES**

**APPROVED BY COUNTY:**

Name: \_\_\_\_\_  
Chair, San Benito County  
Board of Supervisors

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

**APPROVED BY CONTRACTOR:**

Name:   
President / Owner

TAX ID# 94-2532667

Date: 6/1/19

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel By: 

Date: 7-12-2019

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Davis Guest Home – Licensed Residential Care Facility**

CONTRACTOR agrees to provide clients on behalf of COUNTY a residential care facility offering a broad range of services, including a structured environment for clients with mental health challenges.

CONTRACTOR'S residential facility shall provide a non-restrictive, supervised program, focused on each resident's specific needs and interests. Contractor shall maintain a residential environment of respect, encouragement, and appreciation for all COUNTY clients placed at CONTRACTOR'S facility. COUNTY client residents will be encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Client residents will be encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community.

COUNTY client resident shall be encouraged to reach and maintain his/her highest possible quality of life. Each COUNTY client resident will be provided CONTRACTOR support to achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

CONTRACTOR shall provide Programs and Services dedicated to discovering each COUNTY client resident's interest and goals and assist residents in achieving these with training opportunities, education and counseling.

CONTRACTOR shall provide opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

Money Management/Budgeting Training  
Public Transportation Access/Utilization  
Interpersonal/Dyadic Communications Skills  
Family and Peer Relational Processes  
Nutritional/Menu Planning and Food Preparation  
Responsibility Orientation, Cause/Effect Sequences  
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity  
Problem Solving/Life challenge bridge  
Self-Disclosure/Transparency Therapy  
Healthy Responses to relational Pain/Trust Development

Entertainment/Recreational

Annual trips to Disneyland

Concerts, Community Events  
Holiday Celebrations  
Movies, Games, and Sports.  
Bingo Bonanza  
Talent Shows/Competition  
Pizza/Ice Cream Socials  
Shopping Trips  
Birthday Celebrations  
Live Bands/Dances

CONTRACTOR shall on behalf of COUNTY provide services to address the following:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

CONTRACTOR shall maintain staff that have bi-lingual capabilities: two administrative staff who are fluent in sign language. CONTRACTOR shall provide a multi-cultural approach that is reflected in both staffing and programming. Staff members shall regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. CONTRACTOR client resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. CONTRACTOR shall provide transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

CONTRACTOR shall maintain Quality Assurance Procedures

CONTRACTOR shall maintain qualified personnel capable of distributing medication as directed by psychiatrist or physician at prescribed intervals. CONTRACTOR shall require its staff who distribute medication to complete in-service training pertaining to medications.

CONTRACTOR provided services, facility, programs and records shall be evaluated annually by the following agencies:

State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patients' Rights Consumer Review Task Force, Stanislaus County.

#### CONTRACTOR Staff Qualifications and Training

CONTRACTOR staff members shall be fingerprinted and attend courses in CPR, First Aid, and receive bimonthly in-service training programs. In-service training's will provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress.

#### CONTRACTOR shall maintain a Designated Psychiatrist to provide residents medication support services

COUNTY client residents shall be provided psychiatric services by local psychiatrists who are contracted with CONTRACTOR to provide residents medication support services. Psychiatrists will visit residents on-site regularly and shall be available on call continuously for emergency consultation.

CONTRACTOR's psychiatrist may bill each COUNTY at the standard Medi-Cal reimbursement rates for the initial consult/new patient assessments, and the regular/subsequent medication refill appointments.

CONTRACTOR, for services rendered under this contract, must utilize psychiatrist, M.D.'s that are confirmed by CONTRACTOR to possess all necessary professional registrations, certifications, permits, licenses or approvals as required by Federal and California law and the Medical Board of California. The COUNTY shall not be responsible for reimbursement of said expenses. CONTRACTOR additionally, for services rendered under this contract, shall not utilize any psychiatrist, M.D. that has been prohibited by any state, or federal sanctioning entity from obtaining Medi-Cal reimbursement for medication support services

#### CONTRACTOR facilitated access for resident Emergency Services

In the event COUNTY client residents require emergency services, CONTRACTOR shall facilitate resident access to Emergency services that are provided by "Stanislaus Behavioral Health Center". COCOUNTY shall maintain the right to also choose to transfer its resident back to COUNTY and provide other options for in-patient acute care.

CONTRACTOR may provide transportation services availability on a case-by-case basis.

COUNTY agrees that in the event individuals placed with CONTRCTOR are no longer conserved by COUNTY, CONTRCTOR will be notified as to the change of Conservator status.



COUNTY agrees to continue case management responsibility for any client whose xxxxxx COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to xxxxxx COUNTY for placement.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR'S facility. Residents that are moved from CONTRACTOR'S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

**End Of Attachment A**

## **ATTACHMENT B**

### **Payment Schedule**

#### **Prior Authorization**

a. **Form**

County shall develop a prior authorization form, which must be completed for each patient admitted by Contractor under this agreement. At a minimum, this form shall contain a clear patient identification, admission date, and County approval of the admission and level of service. Contractor is committed to provide care in accordance with the terms of this agreement, and County is committed to reimburse Contractor for care as set forth in this Exhibit.

b. **Process**

County contract liaison shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the county contract liaison by mutual consent of the County and Contractor, provided County supplies a completed form within three (3) days from the date of admission.

#### **Reimbursement**

a. **Amount**

The total amount of reimbursement available under this agreement shall not exceed Eighty thousand dollars (\$80,000) per year.

b. **Rate**

County shall reimburse Contractor on fee for service basis for services under this agreement at a rate for services of \$110.00 per patient day. The monthly gross billings shall reflect a reduction of third party revenues received on behalf of individual clients from this County. In addition, the contractor shall receive the board and care payment at a rate predetermined by social security administration which will be paid out of client's Social Security Benefits. The county will deduct the personal and incidental (P&I) expense allowance of \$80.00 per month and forward to the CONTRACTOR to be placed in the Conservatee's Trust Account.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does

not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and /or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently \$1,058.37 per month for a client who receives one check and \$1078.37 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short tome which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

c. **Claims**

Contractor shall submit all claims for reimbursement under the agreement within sixty (60) days after the ending date of the agreement. All claims submitted after sixty (60) days following the ending date of the agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursement and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

d. **Monthly Payment**

County shall provide Contractor with an approved form for use in billing services under this agreement. Contractor shall bill for services under this agreement on a monthly basis in arrears. Contractor shall provide County with a bill on the approved form within ten (10) days of the end of the month of service. County shall reimburse Contractor for services within thirty (30) days of receipt of the approved form.

e. **Final Payment**

County shall provide Contractor with final payment for services under this agreement within thirty (30) days of receipt of Contractor billing for the last month of service. Final payment shall be adjusted as appropriate to reconcile cash advance provided Contractor (c. above), differences between estimated and actual Contractor share of cost receipts, and other outstanding payment issues.

**Audits**

a. **Scope**

County may audit Contractor billing for, and provision of, services under this agreement at any time with fourteen (14) days advance written notice. County audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the Contractor were actually provided to County patients as prescribed in the Basic Services Statement included in Exhibit "A". Contractor shall provide County with on-site access to all reasonable documents, records, and other supporting information for billing and services under this agreement.

- b. Contractor shall make available to County, upon written request, and to the Federal/State Government or any of their duly authorized representatives, this agreement and such books, documents and records of Contractor that are necessary to certify the nature and extent of the reasonable costs of services to County.

- c. **Findings**

Where problems are identified in the course of an audit, which resulted in a significant overpayment to the Contractor, County must conduct an exit conference with the Contractor at the close of the audit and provide a written report and demand letter within thirty (30) days of audit completion.

- d. **Repayment**

Contractor must repay County for any overpayment identified in the course or an audit within thirty (30) days of audit completion unless the audit findings are appealed as set forth in D below. At the Contractor's discretion, repayment may be scheduled for direct submission to the County or an offset of a future bill for services under this agreement. If Contractor fails to submit appropriate repayment within designated timeframe, County may offset future bills for services under this agreement.

- e. **Appeals**

Contractor has the right to appeal audit findings and related County actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by county. County shall schedule a formal hearing for Contractor appeals within thirty (30) days of receipt of a written request. County shall issue a final report on appeal findings within thirty (30) days of the formal hearing. Contractor shall also have the right to judicial review of County actions related to audits conducted under this agreement. In the case of such an appeal, contractor repayment shall be due within thirty (30) days after the appeal process is final.

**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**

- D-1. CONTRACTOR shall comply specifically with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- D-2. CONTRACTOR shall adhere to all statutes and regulations governing the confidentiality of records. Contractor agrees to maintain the confidentiality of any information, which may be obtained in the performance of this agreement. Contractor agrees to hold all such confidential information in trust and confidence and upon cancellation or expiration of this agreement Contractor will return to County all written or descriptive matter, which contains any such confidential information.
- D-3. CONTRACTOR shall maintain all patient records in compliance with all appropriate federal, state and local requirements.
- D-4. CONTRACTOR shall comply with all Patients' Rights statutes and regulations.
- D-5. CONTRACTOR shall ensure that all pertinent admissions and length of stay requests comply with utilization review regulations.
- D-6. CONTRACTOR shall ensure that appropriate service and financial records are maintained and retained at least four (4) years or until audit findings are resolved, whichever is later.
- D-7. State and County agencies shall have the right to inspect all records to evaluate the cost, quality, appropriateness and time lines of services.
- D-8. CONTRACTOR agrees to complete and return to COUNTY the Provider Satisfaction Survey when COUNTY provides such.
- D-9. Facility access for handicapped persons shall comply with Section 504 of the Rehabilitation Act of 1973.
- D-10. In the event of a medical emergency, either psychiatric or non-psychiatric, CONTRACTOR shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd ("EMTALA"). COUNTY agrees that all screenings and stabilizing services provided by a CONTRACTOR in a medical emergency are services covered by COUNTY under this agreement.
- D-11. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered entity"

under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA.

- D-12. As to all insurance coverage required herein, any deductible or self-insured retention exceeding 1% of company's annual gross earnings or \$5,000 for an individual shall be disclosed to and be subject to approval by County Risk Manager, prior to the effective date of this contract.
- D-13. If any insurance coverage required hereunder is provided on a "claim made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract and continue coverage for a period of three (3) years after the expiration of the contract and any extensions thereof.
- D-14. In lieu of maintaining post-contract expiration coverage as specified above, CONTRACTOR may satisfy this provision by purchasing tail coverage for the "claims made" policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after the expiration of this contract.
- D-15. Contractor will cooperate with County in the preparation of and will furnish any and all information required for reports to be prepared by County as may be required by the rules, regulations, or statutes of the State of California or United States Government.
- D-16. County, with prior written notice of fourteen (14) days to Contractor, may, at any time during the term of this agreement, conduct an evaluation of services provided hereunder.
- D-17. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted.
- D-18. Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding governmental entity with respect to the receipt and disbursement of the funds referred to in Exhibit "B", as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any federal funding under any federal programs.
- D-19. Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor or Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in Title 21, USC, Chapter 13, Subchapter I, part B, Section 812, including but not limited to marijuana, heroin, cocaine and amphetamines at any of Contractor's facilities or County's facilities or worksites. If Contractor or any employee of Contractor

is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or worksite, the Contractor, within five (5) days thereafter, shall notify the supervising department or the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

- D-20 In this connection, the parties hereto agree that the term "without reasonable cause" utilized in Section 5657 of the Welfare and Institutions Code means, for purposes of this agreement, that a representative of the County agency has not articulated, verbally or in written form, a reason for not making payment within sixty (60) days of the required payment date as set forth in Exhibit "B".
- D-21 In cases of unusual occurrences Contractor shall comply with the California Code of Regulations (CCR) Title 9; Division 1., Chapter 3.5 Mental Health Rehabilitation Centers, Article 4, Subsection 784.15. Contractor agrees to concurrently notify County in writing of said unusual occurrence.

**END OF ATTACHMENT D**

## **ATTACHMENT E**

### **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT**

#### **BUSINESS ASSOCIATE**

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to

permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall 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) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).
- (o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

**END ATTACHMENT E**





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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 2.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: BEHAVIORAL HEALTH**

**DEPT HEAD/DIRECTOR: Alan Yamamoto**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 810**

**SUBJECT:**

**BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Approve contract renewal with John Muir Behavioral Health Center for period of July 1, 2019 through June 30, 2020, for a maximum total not to exceed \$75,000.00.

SBC FILE NUMBER: 810

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Behavioral Health Department clients may require inpatient acute, psychiatric hospital care as part of their treatment plan. This hospital provides inpatient psychiatric hospital services for adults, children and adolescents. We contract with other psychiatric inpatient facilities that also specialize in treatment for adults and/or children, however, bed availability is unpredictable so it is prudent planning to have multiple options available for hospital resources.

**OTHER AGENCY INVOLVEMENT:**



BH Dept. staff coordinates with the local general hospital staff and physicians to provide the appropriate associated services.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

75,000

**STAFF RECOMMENDATION:**

1. Approve the attached Contract with John Muir Behavioral Health Center for the term of FY 2019-20 for a maximum total not to exceed \$75,000 and;
2. Authorize the Board Chair to sign said contract.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description

John Muir Behavioral Health Center

Upload Date

7/12/2019

Type

Contract

Fiscal Period July 1, 2019 through June 30, 2020

Contract No.: SBCMh/MDMP

Hospital: John Muir Behavioral Health Center

Address: 2740 Grant Street

Concord, CA 94520

Provider No.: 3545

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## ARTICLE 1 FORMATION

### 1.1 Identification of Parties

This Contract is between the COUNTY OF SAN BENITO, hereinafter designated "the County," and Mt. Diablo Medical Pavilion, hereinafter designated "the Provider."

### 1.2 Specification of County's Authority and Instrumentalities

The Provider hereby recognizes that this Contract is formed under the authority of Sections 5775, et seq. of the Welfare and Institutions Code and the regulations adopted pursuant thereto, which authorize the County to contract for provision of psychiatric inpatient hospital services to beneficiaries eligible for such services under the Medi-Cal program and County designated Short-Doyle clients in accordance with the rates, terms and conditions negotiated by the County.

### 1.3 Declaration that Beneficiaries under the Medi-Cal Program and County designated Short-Doyle clients Are Not Third Party Beneficiaries under this Contract

Notwithstanding mutual recognition that services under this agreement will be rendered by the Provider to beneficiaries under the Medi-Cal program & County designated Short-Doyle clients, as more fully defined in Paragraph 2.3, it is not the intention of either the County or Provider that such individuals occupy the position of intended third party beneficiaries of the obligations assumed by either party to this Contract.

### 1.4 Declaration of Present Contractual Intent

The County and the Provider, in consideration of the covenants, conditions, stipulations, terms and warranties hereinafter expressed, presently contract as follows.

## ARTICLE 2 DEFINITIONS

### 2.1 Acute Administrative Day

"Acute Administrative Day" means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary's stay at an acute inpatient facility must be continued beyond the beneficiary's need for acute care. The acute facility is responsible for contacting appropriate facilities within a 60 mile radius at least once each five working days until a beneficiary is placed or no longer requires that level or care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician reviewer or the utilization review committee must monitor the beneficiary's chart on a weekly basis to determine if the beneficiary's status has changed.

### 2.2 Beneficiary

"Beneficiary" means any person certified as eligible for services under the Medi-Cal Program according to Section 51001, Title 22, California Code of Regulations and those County residents the County designates as Short-Doyle clients.

### 2.3 Delegate

"Delegate" means any natural or corporate person to whom the Provider attempts, by contract or otherwise, to transfer the primary liability to perform any covenant assumed in this Contract.

### 2.4 Department

"Department" means the State Department of Health Services.

### 2.5 Fiscal Intermediary

"Fiscal Intermediary" means that person or entity who has contracted, as specified in Section 14104.3 of the Welfare and Institutions Code, with the Department to perform fiscal intermediary services related to this Contract.

### 2.6 Acute Psychiatric Inpatient Hospital Services

"Acute Psychiatric Inpatient Hospital Services" means services provided either in an acute care hospital or a free standing psychiatric hospital for the care and treatment of an acute episode of mental illness meeting the medical necessity criteria covered by the Medi-Cal program. Services provided in a free standing hospital may only be reimbursed for persons age 21 or younger and 65 or older.

### 2.7 Meaning of Words

The words and terms used in this contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, or the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Regulations pertaining to the rendition of mental health care or unless specifically defined in this Article or otherwise in this Contract. May is used to indicate a permissive or discretionary term of function. Shall is used to introduce a covenant of either the County or the Provider, and is mandatory.

ARTICLE 3  
PERFORMANCE PROVISIONS

3.1 General Agreement

- (a) Provider agrees to render psychiatric inpatient hospital services (Paragraph 2.6) to eligible beneficiaries (Paragraph 2.2) in need of such services and assumes full responsibility for provision of all psychiatric inpatient hospital services in accordance with regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, through delegates, or as otherwise provided in this Contract. Provider agrees to accept as payment in full for these psychiatric inpatient hospital services payment from the County and the State Department of Health Services as provided in Article 4 of this Contract. The County agrees to pay the Provider for such services rendered in accordance with the terms and under the express conditions of this Contract.
- (b) Provider shall, at its own expense, provide and maintain facilities and professional, allied and supportive paramedical personnel to provide all necessary and appropriate psychiatric inpatient hospital services.
- (c) Provider shall, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.
- (d) For the purpose of (a) of this Paragraph "any eligible beneficiary" means any individual who meets the criteria established in Paragraph 2.2 of this Contract without reference to residence, domicile or any other geographic factor.
- (e) For the purpose of (a) of this Paragraph "all psychiatric inpatient hospital services" means those services defined in Paragraph 2.6 of this Contract.

3.2 Licensure and Certification as Conditions Precedent to County's Payment Obligation

- (a) Provider hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Sections 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Title 22 and Title 17 of the California Code of Regulations.
- (b) Provider hereby represents and warrants that it is currently, and for the duration of this Contract shall remain, certified under Title XVIII of the Federal Social Security Act.
- (c) Provider agrees that compliance with its obligations to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in (a) of this Paragraph, and certified under the Federal Social Security Act as provided in (b) of this Paragraph shall be express conditions precedent to maturing the County's payment obligations under Paragraph 3.1(a) and Article 4 of this Contract.

3.3 Utilization Controls: Compliance by Provider as Condition Precedent to Maturing County's Payment Obligation

As express conditions precedent to maturing the County's payment obligation under the terms

of this Contract the Provider shall adhere to the County's Quality Management Plan including utilization controls, DMH Letters Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

3.4 Appointment of Liaisons and Agency Status of Provider's Liaison

- (a) Provider shall designate in writing a person to act as liaison to the Department. Such person shall coordinate all communications between the parties. The written designation of such person shall constitute the conferral of full agency powers to bind the Provider as principal in all dealings with the County/Department(s).
- (b) The County shall designate a liaison in conformity with the procedures and with such authority as specified in Paragraph 6.8 of this Contract. Communications to the County shall be submitted to its liaison at the following address: Refer to Page 15 Section 6.9 of this agreement.

3.5 Service Location

Psychiatric inpatient hospital services rendered pursuant to this Contract shall be rendered at the following facilities:

- (a) In the case of a Provider who has not delegated duties under this Contract, at the following facilities:

John Muir Behavioral Health Center  
2740 Grant Street  
Concord, CA 94520

3.6 Quality of Care

As express conditions precedent to maturing the County payment obligation under the terms of this Contract whether performed directly or through the instrumentality of a delegate as permitted under this Contract, the Provider shall:

- (a) Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.
- (b) Take such action as required by Provider's Medical Staff Bylaws against medical staff members who violate those bylaws, as the same may be from time to time amended.
- (c) Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.
- (d) Not discriminate against Medi-Cal or County Short-Doyle designated beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals.

3.7 Assumption of Risk by Provider

Whether rendered directly or through the instrumentality of a delegate as permitted under this Contract, the Provider shall bear total risk for the cost of all psychiatric inpatient hospital



services rendered to each beneficiary covered by this Contract. As used in this Paragraph "risk" means that the Provider covenants to accept as payment in full for any and all psychiatric inpatient hospital services (Paragraph 2.6) payments made by the County pursuant to Article 4 of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the payment obligation of the County matured under the conditions set forth in this Contract.

### 3.8 Patient Rights

The Provider, or any delegate performing the covenants of the Provider pursuant to the terms of this Contract, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by beneficiaries with regard to substandard conditions may be investigated by the County's Patients Rights Advocate, County, State Department of Mental Health or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

The provider shall make all the beneficiaries aware of the avenues of grievance and appeal available through the county in accordance with Title 9 California Code of Regulations, Section 1850.205 1850.305. The Provider may direct beneficiaries who are receiving services from the Provider to the County to file grievances and appeals. The Provider shall post the grievance and appeal language in a publicly visible area. Specific procedures for fulfilling these requirements are outlined in the County's Provider Handbook. The County shall not preclude the Provider from establishing it' own grievance and appeal's processes for beneficiaries receiving services from the Provider.

The Provider shall provide beneficiaries with written information pertaining to Advance Directives as provided for in Title 42 of the Code of Federal Regulations and California Probate Code, Sections 4600-4678, 4695-4698 and 4735-4736.

### 3.9 Patient Satisfaction Survey

The Provider agrees to complete and return to the County the Provider Satisfaction Survey as required in Title 9, Chapter 11, Section 1810.315, when such is provided by the County.

### 3.10 Provider Handbook

The Provider agrees to adhere to all procedures and regulations as described in the Provider Handbook.

ARTICLE 4  
PAYMENT PROVISIONS

4.1 Rate Structure; Contingent Liability of County/State

- (a) Provided that there shall first have been a submission of claims in accordance with Paragraph 4.3 of this Contract, the Provider shall be paid at the following all-inclusive rate per patient day for child/adolescent acute psychiatric inpatient hospital services, based on the following accommodation codes (complete any of the following that apply and indicate the accommodation codes that are not applicable to this contract):

<u>Psychiatric Accommodation</u>		<u>Rate</u>
<u>Codes</u>	<u>Description</u>	
097	Adults (ages 18-24) exclusive of professional fees	\$ 1,585.00
097	Children (ages 17 & under) including professional fees	\$ 1,961.00
098	Administrative Day	\$ 554.66
035	Adolescent, County (Co.) designated Short-Doyle (SD) Clients – Including Physician Services	\$ 1,935.00
035	Children, Co. designated SD, Including Physician	\$ 1,935.00
035	Adult, Co. designated SD, exclusive of professional fees	\$ 1,575.00
001	1:1 Supervision, per-authorized by Co. for patients that present with such high acuity, that staff intervention is required to maintain safety	\$ 25.00/HR
CPT Code 99223 Professional Fees Child & Adolescent		\$ 250.00
CPT Code 99233 Professional Fees Child & Adolescent		\$ 250.00

- 4.2 EMTALA – In the event of a medical emergency, either psychiatric or non-psychiatric, Provider shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd (“EMTALA”). County agrees that all screenings and stabilizing services provided by a Provider in a medical emergency are services covered by County under this agreement.

4.3 Rate Inclusive of All Psychiatric Inpatient Hospital Services; Rate Does Not Include Adult Physician, Rate Does Not Include Transportation & Fair Hearing Services

- (a) The rate structure under Paragraph 4.1 of this Contract is intended by both the County and the Provider to be inclusive of all services defined in Paragraph 2.6 of this Contract as Psychiatric Inpatient Hospital Services except for Accommodation Code #035. The per diem rate is considered to be payment in full, subject to third party liability and patient share of costs, for psychiatric inpatient hospital services to a beneficiary. The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric services in Title 9, Chapter 11 and the per diem rate structure does not include non-hospital based physician or psychological services. *CCR Title 9, Chapter 11, Section 1810.430 (d) (4) & (5).*
- (b) The rate structure under Paragraph 4.1 of this Contract shall not include physician services rendered to adult beneficiaries covered under this Contract, or transportation services required in providing Psychiatric Inpatient Hospital Services. When physician services or transportation services are Medi-Cal eligible services, they shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services.

- (c) The rate structure under Paragraph 4.1 of this Contract shall not include associated State mandated patient fair-hearing requirements charged to the Provider by Contra Costa County on behalf of County clients. These pass-through charges shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services.
- (4) The rate structure under Paragraph 4.1 of this Contract shall be automatically adjusted to the annual rate structure negotiated by Contra Costa County Mental Health as the host County.

#### 4.4 Billing Procedures as Express Conditions Precedent to the County's Payment Obligation

- (a) As an express condition precedent to maturing the County's payment obligation under Paragraph 4.1 of this Contract, the Provider shall determine that psychiatric inpatient hospital services rendered either directly or through the instrumentality of an authorized delegate are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement, including, but not limited to, a private group indemnification or insurance program or workers' compensation. To the extent that such coverage is available, the Department's payment obligation pursuant to paragraph 4.1 shall be reduced.
- (b) As a further express condition precedent to maturing the Department's payment obligation under Paragraph 4.1 of this Contract, the Provider shall submit claims to the fiscal intermediary for all services rendered either directly or through the instrumentality of an authorized delegate under the terms of this Contract, in accordance with the applicable billing requirements contained in Section 5778 of the Welfare and Institutions Code and the regulations adopted pursuant thereto.
- (c) A day of service shall be billed for each beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements and occupies an psychiatric inpatient hospital bed at 12:00 midnight in the facilities of either the Provider or an authorized delegate. However, a day of service may be billed if the beneficiary is admitted and discharged during the same day provided that such admission and discharge is not within 24 hours of a prior discharge.
- (4) The Provider may access the County's Problem Resolution Process in an effort to resolve any payment authorization or other issue, by following the procedure outlined in the County's Provider Handbook. When the issue concerns a payment authorization issue, the Provider may initiate the Department's Provider Appeal Process at any time before, during or after the Provider Problem Resolution Process has begun. Procedures are in accordance with *CCR, Title 9, Chapter 11, Sections 1850.305 (a), (b), (c) (1) and (c) (3)*.

#### 4.5 Recovery of Overpayments to Provider, Liability for Interest

- (a) When an audit or review performed by the County, the Department, the Department of Mental Health, the State Controller's Office, or any other authorized agency discloses that the Provider has been overpaid under this Contract, or where the total payments exceed the total liability under this Contract, the Provider covenants that any such overpayment or excess payments over liability may be recouped by the Department withholding the amount due from future payments, seeking recovery by payment from the Provider, or a combination of these two methods.

- (b) Overpayments determined as a result of audits of periods prior to the effective date of this Contract may be recouped by the Department withholding the amount due from what would otherwise be the Department's liability under this Contract, seeking recovery by payment from the Provider, or a combination of those two methods.
- (c) When recoupment or recovery is sought under (a) of this Paragraph the Provider may appeal according to applicable procedural requirements of the regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, with the following exceptions:
  - (1) The recovery or recoupment shall commence sixty (60) days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.
  - (2) The Provider's liability to the County for any amount recovered under this Paragraph shall be as provided in Section 5778(h) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

#### 4.6 Customary Charges Limitation

- (a) No provision in this Contract withstanding, the Department's total liability to the Provider shall not exceed the Provider's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 4.3.
- (b) As used in (a) of this Paragraph "customary charges" is defined in conformity with 42 USC Section 1395(f) and the regulations promulgated pursuant thereto.

ARTICLE 5  
RECORDS AND AUDIT PROVISIONS

5.1 Onsite Reviews

- (a) Agents of the County and the State Department of Mental Health shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:
  - (1) Level and quality of care, and the necessity and appropriateness of the services provided.
  - (2) Internal procedures for assuring efficiency, economy and quality of care.
  - (3) Compliance with County Client Grievances Procedures
  - (4) Financial records when determined necessary to protect public funds.
- (b) The Provider shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.
- (c) Onsite reviews and audits shall occur during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

5.2 Records to be Kept; Audit or Review; Availability; Period of Retention

The Provider covenants that:

- (a) It shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.
- (b) The above information shall be maintained in accordance with Medicare principles of reimbursement and generally accepted accounting principles, and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.
- (c) The Provider shall also maintain medical records required by Sections 70747 - 70751 of the California Code of Regulations, and other records related to a beneficiary's eligibility for services, the service rendered, the beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitute "records" for the purposes of this Paragraph.
- (d) The facility or office, or such part thereof as may be engaged in the performance of this Contract, and the information specified in this Paragraph shall be subject at all reasonable times upon reasonable notice to inspection, audits and reproduction by any duly authorized agents of the County, Department of Health Services,

Department of Mental Health, the Federal Department of Health and Human Services and Comptroller General of the United States. The Federal Department of Health and Human Services and Comptroller General of the United States are intended third party beneficiaries of this covenant.

- (e) Preserve and make available its records relating to payments made under this Contract for a period of four years from the close of the Provider's fiscal year, or for such longer period, required by subparagraphs (A) and (B) below.
  - (1) If this Contract is terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of the last payment made under the Contract.
  - (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four year period, the related records shall be retained until completion and resolution of all issues arising there from or until the end of the four year period whichever is later.

### 5.3 Liability of Delegates for Examination of Accounts, Audit and Records

The County shall have such rights as are accorded to it as an intended third party beneficiary of a covenant made in a contract of delegation.



## ARTICLE 6 GENERAL PROVISIONS

### 6.1 Integration Clause

The County and Provider declare that this instrument, including Appendix A, contains a total integration of all rights and obligations of all parties. There are no extrinsic conditions or collateral agreements or undertakings of any kind. In regarding this instrument as the full and final expression of their Contract it is the express intention of both the County and the Provider that any and all prior or contemporaneous agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter and period of time governed by this instrument which are not expressly set forth herein are to have no force, effect, or legal consequence of any kind.

### 6.2 Performance Obligations; Effective Date and Term of this Contract; Waiver of Provider's Right to Administrative Hearing

Performance obligations assumed under this Contract shall commence on the 1st day of July 1, 2019, and shall apply to all psychiatric inpatient hospital admissions on or after this date. This Contract shall continue until June 30, 2020 subject to the provisions of Paragraph 6.14 and the rights of termination reserved under Paragraphs 6.15, 6.16 and 6.17. However, the terms of this Contract shall continue to apply to any beneficiary receiving psychiatric inpatient hospital services at the date of termination. There shall be no entitlement to an administrative hearing pursuant to these sections. The Provider waives any claim it may have to such a hearing in consideration of the covenants, conditions and provisions of this Contract.

### 6.3 Headings

The headings of articles and paragraphs contained in this Contract are for reference purposes only and shall not affect in any way its meaning or interpretation.

### 6.4 Governing Authorities

(a) This Contract shall be governed and construed in accordance with:

(1) Part 2.5, Division 5 of the Welfare and Institutions Code and regulations adopted pursuant thereto, and all other applicable state laws and regulations according to their content on the effective date stipulated in Paragraph 6.2; and

(2) Titles 42 and 45 (Part 74) of the Code of Federal Regulations and all other applicable federal laws and regulations according to their content on and after the effective date stipulated in Paragraph 6.2, except those provisions or applications of those provisions waived by the Secretary of the Department of Health and Human Services.

(b) Any provision of this Contract in conflict with the laws or regulations stipulated in (a) of this Paragraph is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statute or regulation necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties as provided in Paragraph 6.11.

6.5 Conformance with Federal Regulations

The Provider stipulates that this Contract, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it will conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services.

6.6 Application for Termination in the Face of a Declaration or Finding of Partial Invalidity

In the event any provision of this Contract is declared null and void by any court of law, either party may apply to that court for permission to immediately rescind the remainder of the Contract. In ruling upon this request the court shall consider the impact upon the affected Medi-Cal population as well as the relative degree of hardship which would be imposed upon either or both of the parties if the request is denied.

6.7 Restriction on Provider's Freedom to Assign Benefits Only under this Contract or to Engage in Organic Change

The County and Provider hereby declare their mutual recognition that the subject matter of this Contract is personal, being founded upon the County's confidence in the reputation, type and location of facilities, and other personal attributes of the Provider. For this reason:

- (a) Unless given prior written approval by the County, any attempt by the Provider to make an assignment of the right to receive the contingent payment obligations of the County under this Contract shall operate as an express condition subsequent to those obligations discharging the County from what may otherwise have been a matured obligation of performance.
- (b) If the Provider desires to make an assignment of rights only under this Contract it shall submit a written application for approval to the County. Such an application shall identify the proposed assignee and include a detailed explanation of the reason and basis for the proposed assignment. If the County is satisfied that the proposed assignment is consistent with the continued receipt of satisfactory performance on the part of the Provider it shall be approved in writing. The effective date of the assignment shall be the date upon which the County issues written approval.
- (c) Unless given prior written approval by the County any attempt by the Provider to participate as a constituent entity in any merger, consolidation or sale of assets other than in the regular course of business shall operate as an express condition subsequently discharging the County from what may otherwise have been a matured obligation of performance under this Contract.
- (d) If the Provider desires to participate as a constituent entity in any merger, consolidation or sale of assets other than in the regular course of business it shall submit a written application for approval to the County. The County shall act upon such requests within 30 days of the receipt of such requests.
  - (1) If approval is sought for participation in a merger or consolidation the application shall identify all proposed constituent entities and disclose the rights and preferences of all classes of stock in the resulting or surviving



entity. In addition, the application shall inform the County of the licensure and certification status of the proposed resulting or surviving entity (Paragraph 3.2), and such other information as the County may require.

- (2) If application is sought for approval of a sale of assets other than in the regular course of business it shall identify the purchaser; inform the County of licensure and certification status of the purchaser (Paragraph 3.2); and, such other information as the County may require.
- (e) If the County is satisfied that the proposed merger, consolidation or sale of assets other than in the regular course of business is consistent with the continued satisfactory performance of the Provider's obligations under this Contract it shall be approved in writing. The effective date of the merger, consolidation or sale of assets other than in the regular course of business shall be no earlier than the date upon which the County issues written approval.

#### 6.8 Contracting Officer - Delegation of Authority

The County will administer this Contract through a single administrator, the Contracting Officer. Until such time as the County gives the Provider written notice of successor appointment, the person designated above shall make all determinations and take all actions necessary to administer this Contract, subject to the limitations of California laws and state administrative regulations. No person other than the Contracting Officer shall have the power to bind the County relative to the rights and duties of the Contractor and the County under this Contract, nor shall any other person be considered to have the delegated authority of the Contracting Officer or to be acting on his behalf unless the Contracting Officer has expressly stated in writing that person is acting as his authorized agent.

#### 6.9 Notice

Any notice required to be given pursuant to the terms and provisions of the Contract shall be in writing and shall be sent by certified mail, return receipt requested. Notice to the County shall be sent to the following address:

Alan Yamamoto, Behavioral Health Director  
San Benito County Behavioral Health  
1131 San Felipe Rd.  
Hollister, CA 95023

Notice to the Provider shall be sent to the Chief Operating Officer at the following address:

John Muir Behavioral Health Center  
2740 Grant Street  
Concord, CA 94520

#### 6.10 Status as Independent Contractors

The County and Provider hereby acknowledge that they are independent contractors to one another and neither is an officer, agent, or employee of the other for any purpose.

6.11 Informal Amendments Ineffective; Toleration of Deviation from Terms of Contract Not to be Construed as Waiver

- (a) It is the express intention of both the County and Provider that the terms of this totally integrated writing shall comprise their entire Contract and are not subject to rescission, modification or waiver except as defined in a subsequent written instrument executed in the same manner and with the same authority. In furtherance of this agreement the County and Provider mutually covenant and request of any reviewing tribunal that any claim of rescission, modification, or waiver predicated upon any evidence other than a subsequent written instrument executed in the same manner and with the same authority as this writing be regarded as void.
- (b) The informal toleration by either party of defective performance of any independent covenant in this Contract shall not be construed as a waiver of either the right to performance or the express conditions, which have been created in this Contract.

6.12 Beneficiary Eligibility

This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event the California State Legislature or Congress of the United States enacts a statute, which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, this new definition shall apply to the terms of this Contract.

6.13 Indemnification

The Provider and County each agree to indemnify, defend and save harmless the other party and the other party's officers, agents and employees, from and against any and all claims and losses whatsoever arising out of, 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 attorney's fees, court costs, investigation costs, and experts' fees) incurred by the indemnities in connection with such claims or losses. A party's "performance" includes the party's action or inaction of that party's officers, agents and employees.

6.14 Limitation of County/State Liability

No provision of this Contract withstanding, the liability of the County and State shall not exceed the amount of funds appropriated in the support of this Contract by the California Legislature.

6.15 Termination Without Cause

The Provider or the State may terminate this Contract without cause in accordance with this Paragraph. Termination without cause shall be effected by giving written notice of the termination to the other party at least 60 days prior to the effective date of the termination and stating the effective date of the termination.

6.16 Termination for Default

- (a) The County may terminate this Contract for default upon thirty (30) days written notice to the Provider, except in cases where the County determines that the health and welfare of Medi-Cal and County designated Short-Doyle beneficiaries is

jeopardized by continuation of the Contract, in which case the Contract may be immediately terminated. Notification shall state the effective date of and grounds for termination.

- (b) The County may terminate this agreement upon thirty (30) days written notice to the Provider in the event that: (1) The Secretary of the Department of Health and Human Services determines that the Provider does not meet the requirements for participation in the Medicaid program, Title XIX of the Social Security Act; (2) The Provider has violated the conflict of interest provisions contained in Paragraph 6.17 of this Contract; or, (3) The County or State determines that the Provider is abusing or defrauding the Medi-Cal program or its beneficiaries.

#### 6.17 Conflict of Interest

This Contract shall be terminated immediately if it is determined that a county officer or county employee responsible for development, negotiation, contract management, or supervision of this Contract has a financial interest in the Contract as that term is defined in Section 87103 of the Government Code and the regulations adopted pursuant thereto.

#### 6.18 Confidentiality of Information

- (a) No provision of this Contract withstanding, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50; Sections 5328, 10850 and 14100.2 of the Welfare and Institutions Code; and, regulations adopted pursuant thereto. For the purpose of this Contract, all information, records, and data elements pertaining to beneficiaries shall be protected by the Provider from unauthorized disclosure.
- (b) With respect to any identifiable information concerning beneficiaries under this Contract that is obtained by the Provider or its delegates, the Provider:
  - (1) Shall not use any such information for any purpose other than carrying out the express terms of this Contract;
  - (2) Shall promptly transmit to the County all requests for disclosure of such information;
  - (3) Shall only disclose in accordance with Title 45, Code of Federal Regulations Section 205.50; Sections 10850 and 14100.2 of the Welfare and Institutions Code; and, regulations adopted pursuant thereto; and,
  - (4) Shall, at the termination of this Contract, return all such information to the County or maintain such information according to written procedures sent to the Provider by the County for this purpose.

#### 6.19 Additional Provisions

- ( ) 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 Appendix "A" and Attachment "C"- (x). Appendix "A" and Attachment "C" are made a part of this contract.

6.20 Renegotiation Language

Either the Provider or County may request renegotiation of the rate or services provided under the terms of this Contract upon written notice. The parties shall renegotiate in good faith. However, it is understood by both parties that good faith negotiations may not necessarily result in agreement upon Contract changes.

EXECUTION

This Contract shall be deemed duly executed and binding upon  
execution by both Parties below.

Executed on \_\_\_\_\_, at

\_\_\_\_\_.

John Muir Behavioral Health Center  
Tax ID # 68-0249685

By:  Signature

Chris Pass SVP and CFO Name and Title

Executed on \_\_\_\_\_,

At \_\_\_\_\_, California.

COUNTY OF SAN BENITO

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

APPROVED AS TO LEGAL FORM:

By:  7/12/19  
San Benito County Counsel

## APPENDIX A

### 1.0 Fair Employment Practices

- (a) In the performance of this Contract, the Provider shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical handicap, mental condition, or marital status. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, age, national origin, mental condition, physical handicap, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Fair Employment Practices section.
- (b) The Provider shall permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the State, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.
- (c) Remedies for Unlawful Employment Practice:
  - (1) The County may determine an unlawful practice under the Fair Employment Practices section of this Contract to have occurred upon final judgment having that effect from a court in an action to which Provider was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Provider has violated the provisions of the Fair Employment and Housing Act and has issued an order, under Government Code Section 12970, which has become final.
  - (2) For unlawful practices under this Fair Employment Practices section, the County shall have the right to terminate this Contract after a determination pursuant to (c)(1) of this section has been made.

Any loss or damage sustained by the County in securing a replacement provider to render the services contracted for under this Contract shall be borne and paid for by the Provider and the County may deduct from any moneys due to that thereafter may become due to the Provider, the difference between the price named in the contract and the actual cost thereof to the County.
- (d) Provider agrees to comply with Title 2, Division 3, Part 2.8 (Government Code Sections 12900 et seq.), any amendments thereto, and any regulation adopted pursuant to that part.

### 2.0 Nondiscrimination in Services, Benefits and Facilities

- (a) The provider shall not discriminate in the provision of services because of race, color, religion, national origin, age or mental or physical handicap as provided by state and federal law.

- (b) For the purpose of this Contract, distinctions on the grounds of race, color, religion, national origin, age or mental or physical handicap include but are not limited to the following: denying a beneficiary any service or benefit which is different, or is provided in a different manner or at a different time from that provided other beneficiaries under this Contract; subjecting a beneficiary to segregation or separate treatment in any matter related to his receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a beneficiary any differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services on the basis of the race, color, religion, national origin, age or mental or physical handicap of the beneficiaries to be served.
- (c) The Provider shall take affirmative action to ensure that services to intended beneficiaries are provided without regard to race, color, religion, national origin, sex, age or mental or physical handicap.

### 3.0 Clean Air and Water

(This paragraph 3.0 applicable only if the Contract exceeds \$100,000 or the Federal Contracting Officer or State has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8[c][1]) or the Federal Water Pollution Control Act (33 USC 1319[c]) and is listed by the EPA, or the contract is not otherwise exempt.)

- (a) The Provider agrees as follows:
  - (1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857, et seq., as amended by Pub.L., 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq., as amended by Pub.L., 92-500), respectively relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Contract.
  - (2) No obligation required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was executed unless and until the EPA eliminates the name of such facility or facilities from such listing.
  - (3) To use its best efforts to comply with clean air standards and clean water standards at the facility in which the services are being performed.
  - (4) To insert the substance of the provisions of this Paragraph 3.0 into any written delegation.
- (b) The terms used in this Paragraph have the following meanings:
  - (1) The term "Air Act" means the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Public Law., 91-604).



- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law, 92-500).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an approved implementation procedure or plan under section 110(d) of the Clean Air Act (42 USC 1857c-5[d]), an approved implementation procedure or plan under section 111(c) or section 111(d), or an approved implementation procedure under section 112(d) of the Air Act (42 USC 1857c-7[d]).
- (4) The terms "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by Section 402 of the Water Act (33 USC 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Provider or delegate, to be utilized in the performance of a contract of delegation. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collected in one geographical area.

#### 4.0 Utilization of Small Business Concerns

- (a) It is the policy of the Federal Government and the State as declared by the Congress and the State Legislature that a fair proportion of the purchases and contracts for supplies and services for the State be placed with small business concerns.
- (b) The Provider shall accomplish the maximum amount of delegation to and purchased of goods or services from small business concerns that the contractor finds to be consistent with the efficient performance of this Contract.

#### 5.0 Utilization of Minority Business Enterprises

- (a) It is the policy of the Federal Government and the State that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of State contracts.



- (b) The Provider agrees to use its best efforts to carry out this policy in its delegations and purchases of goods and services to the fullest extent consistent with the efficient performance of this Contract. As used in this Contract, the terms "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of public owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black, Asian, Spanish-speaking/Surnamed, Filipino, Polynesian, American Indian, or Alaskan Native. Non-minority women-owned firms may be included when business is 50 percent owned and operated by a woman and the co-owner is not her husband, or 51 percent (or greater when owned and operated by a woman and the co-owner is her husband, and/or is publicly owned. Providers may rely on written representations from businesses regarding their status as minority business enterprises in lieu of an independent investigation.

#### 6.0 Provisions of Bilingual Services

- (a) When the community potentially served by the Provider consists of non-English or limited-English speaking persons, the Provider shall take all steps necessary to develop and maintain an appropriate capability for communicating in any necessary second language, including, but not limited to the employment of, or contracting for, in public contact positions of persons qualified in the necessary second languages in a number sufficient to ensure full and effective communication between the non-English and limited-English speaking applicants for, and beneficiaries of, the facility's services and the facility's employees.

Provider may comply with this paragraph 6.0 by providing sufficient qualified translators to provide translation in any necessary second language for any patient, caller or applicant for service, within ten minutes of need for translation. Provider shall maintain immediate translation capability in the emergency room when five percent of the emergency room patients or applicants for emergency room services are non-English or limited-English speaking persons.

Provider shall provide immediate translation to non-English or limited-English speaking patients whose condition is such that failure to immediately translate would risk serious impairment. Provider shall post notices in prominent places in the facility of the availability of translation in the necessary second languages.

- (b) As used in this Paragraph:
- (1) "Non-English or limited-English speaking persons" refers to persons whose primary language is a language other than English;
  - (2) "Necessary second language" refers to a language, other than English, which is the primary language of at least five percent (5%) of either the community potentially served by the contracting facility or the facility's patient population;
  - (3) "Community potentially served by the contracting facility" refers to the geographic area from which the facility derives eighty percent (80%) of its patient population.
  - (4) "Qualified translator" is a person fluent in English and in the necessary second language, familiar with medical terminology, and who can accurately speak, read, write and readily interpret in the necessary second language.

#### 7.0 Health Insurance Portability and Accountability Act (HIPAA)

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered entity" under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA.



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 3.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: BEHAVIORAL HEALTH**

**DEPT HEAD/DIRECTOR: Alan Yamamoto**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 810**

**SUBJECT:**

**BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Approve contract with Door to Hope, for DMC-ODS (Drug MediCal Organized Delivery System) Women's Perinatal Residential Treatment and Other Supplemental Services for the period of July 1, 2019 through June 30, 2020, for a maximum total of \$176,038.00.  
SBC FILE NUMBER: 810

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Clients sometimes require placement in substance abuse residential treatment facilities as part of their treatment plan. Provider options are important to maintain client Freedom of Choice requirements and options when it is determined to be conducive to client recovery to create time and distance away from negative influences that may exist within their home community. This contract provides licensed Women's Perinatal (women with children) residential substance abuse treatment services for San Benito County adults, pregnant women, women within 60 days of postpartum and women with children. Individuals involved in this type of treatment are generally participants of court ordered mandated substance abuse treatment. The residential and other

ancillary services provided through this contract are eligible for funding through Child Protective Services (CPS), Probation Dept. AB-109 funding and DMC-ODS reimbursement. This is a Fee for Service contract and reimbursement is dictated by use and as such the total dollar amount of this contract can range from zero to the maximum dollar amount of the contract.

**OTHER AGENCY INVOLVEMENT:** The County Superior Court, Probation and CPS staffs often work in coordination with Substance Abuse Treatment staff in identifying clients who are appropriate for access to this level of residential care.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

176,038

**STAFF RECOMMENDATION:**

Approve the attached Contract with Door to Hope Women's Perinatal Residential Treatment Facility for a maximum total of \$176,038 for the term of FY 2019-20 and;

Authorize the Board Chair to sign said contract.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description

Door to Hope

Upload Date

7/12/2019

Type

Standard Contract

## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and DOOR TO HOPE ("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, 2019 and end on June 30, 2020, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

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

6. **Termination.**

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

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.
- ☒ [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: Alan Yamamoto  
Title: Behavioral Health Director  
Address: 1131 San Felipe Rd  
Hollister, CA 95023-2800  
Telephone No: (831) 636-4020  
Fax No: (831) 636-4025


Name: Chris Shannon  
Title: Executive Director  
Address: 130 West Gabilan, Suite 1  
Salinas, CA 93901  
Telephone No: (831) 758-0181  
Fax No: (831) 758-5127

**SIGNATURES**


APPROVED BY COUNTY:

Name: \_\_\_\_\_  
Chair, San Benito County Board of Supervisors  
Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

Name:   
Title: Executive Director  
Date: 5/30/19

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel

By:   
Date: 7-12-2019

## ATTACHMENT A

### Scope of Services

**Section 1.0 – Clients:** At the request of the COUNTY, CONTRACTOR shall provide as specified in this contract certain, DMC-ODS (Drug MediCal and Organized Delivery System) Substance Use Disorder (SUDS) treatment services funded by Drug MediCal services for certain clients the COUNTY has preauthorized for services clients.

CONTRACTOR shall provide only those services authorized by the COUNTY in writing and for only those clients who have been evaluated and referred in writing as authorized to receive CONTRACTOR provided services through this contract by the County's Behavioral Health Director, or Designee.

**See under Program Sections, Appendix 1 of Attachment A program specific detail for Assessment, Referral and Admission Authorization Conditions.**

**Section 1.1 – Client Eligibility:** COUNTY shall be responsible for verifying client eligibility for Medi-Cal services.

**Section 2.0 – Medical Necessity of Services:** CONTRACTOR shall provide only those services which are medically necessary and have been preauthorized in writing by the County's Behavioral Health Director or Designee. Medical necessity shall be determined in accordance with guidelines established by the Department of Health Care Services and the COUNTY.

**Section 3.0 – Procedures:** CONTRACTOR shall provide only the DMC-ODS services authorized in writing by COUNTY's Behavioral Health Director, or Designee. Such services shall be limited to those listed in **Appendix 1 of Attachment A** of this contract.

**Section 3.2 – Procedures, Materials and Equipment:** CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Contract, except as may be otherwise specified in this Contract. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel in the performance of its obligations under this Agreement

**Section 3.2 – Procedure Definitions:** If applicable to this contract, CONTRACTOR agrees all COUNTY authorized Narcotic Treatment Program (NTP) and Medication Assisted Treatment (MAT) services that may be included in this Contract and provided by CONTRACTOR shall comply with all applicable Federal Center for Medicare and Medicaid (CMS) and State Department of Healthcare Services (DHCS) Substance Use Disorder Program laws and regulations. CONTRACTOR provided services for the purposes of this contract are only those identified in **Appendix 1 of Attachment A** of this contract.

**Section 4.0 – Documentation of Services:** Documentation must meet medical necessity guidelines referenced in Section 2.0 above, and meet Drug Medi-Cal requirements as described by service and procedure code. Documentation, including progress notes, shall include the duration of the contact (including documentation time) and meet all documentation requirements as per State DHCS requirements. CONTRACTOR shall expend no more billable time (including documentation time) performing the DMC-ODS services for a particular client, or a group of clients in the case of group counseling, than the amount of time specified in Attachment B, section B-4. All billed services shall be subject to periodic monitoring by COUNTY for compliance with State DHCS requirements. Clinical records shall be maintained and made available at any time for inspection and audit, including also any records or documents of the premises, physical facilities, and equipment where Medi-Cal-related activities or work is conducted for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

**Section 5.0 - Reporting in Compliance with State DHCS Requirements for the California Outcome Measurement (CalOMS) for Treatment Services:** CONTRACTOR shall fully comply with State DHCS Requirements for the California Outcome Measurement (CalOMS) for Treatment Services; the Drug and Alcohol Treatment Access Report (DATAR) and any other data collection systems required by the COUNTY or the State DHCS.

**Section 5.1 – Compliance with All Other Applicable Laws and Regulations:** The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations in performing the work and providing the services specified in this Contract. CONTRACTOR shall comply with all the COUNTY and State licensing requirements

applicable for the services CONTRACTOR provides through this Contract for the COUNTY. CONTRACTOR shall obtain appropriate licenses for modes of service provided through this Contract and display the same in a public location that is reasonably conspicuous. CONTRACTOR shall maintain applicable certification by the State Department of Health Care Services (DHCS) for modes of service and comply with appropriate COUNTY or State service standards. If, at any time CONTRACTOR's license, registration, DHCS certification, DMC certification, ASAM certification, approval to operate a substance abuse treatment program and provide covered services, is revoked, suspended, modified, or not renewed, the COUNTY may amend or terminate this CONTRACT. COUNTY shall terminate this Contract in the event that the CONTRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance.

**END OF ATTACHMENT A**



### Appendix 1 to Attachment A

1. **PROGRAM 1-RESIDENTIAL INPATIENT SERVICES** CONTRACTOR shall provide to clients referred by and preapproved by COUNTY, Adult Residential and Women's/Perinatal Residential with substance abuse treatment/recovery services, pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at CONTRACTOR'S licensed/certified facilities, and shall be staffed 24 hours per day.
2. CONTRACTOR will provide Women's Perinatal Residential substance abuse treatment/recovery services in compliance with the DHCS requirements for Women's Perinatal Residential substance abuse treatment/recovery services.
3. CONTRACTOR will provide ASAM Level 3.1 Men's and Women's Residential substance abuse treatment/recovery services Clinically Managed Low-Intensity Residential Services, consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.
4. Assessment, Referral and Admission - Individuals requesting admission to the Residential Recovery Program shall have an ASAM Criteria assessment completed by the COUNTY or qualified CONTRACTOR staff.
5. For those COUNTY clients who may possibly self-refer directly to CONTRACTOR for Residential Inpatient Services, CONTRACTOR Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process. Residential Treatment Service requests originating from the CONTRACTOR shall be reviewed and authorized by the COUNTY prior to admission to CONTRACTOR facility. Upon completion of the assessment a pre-authorization referral packet (including the ASAM assessment) will be sent by the CONTRACTOR to the COUNTY for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services. The County will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider.
6. CONTRACTOR shall provide all legally required care and services for such clients, which shall include, but not necessarily limited to:
  - a. An alcohol and drug-free structured treatment/recovery program;
  - b. Room and board;
  - c. No less than twenty-four (24) hours per calendar week of structured alcohol and drug process group and education sessions facilitated by CONTRACTOR'S paid program staff;
  - d. No less than one fifty-minute counseling session per calendar week facilitated by CONTRACTOR'S paid program staff;
  - e. Case management services design to teach and assist clients in the use of community-based resources including but not limited to 12-Step or other self-help support groups; and;
  - f. Other such program elements as required by the State Department of Health Care Services Substance Use Disorders Division..
2. CONTRACTOR shall provide to COUNTY, within fourteen (14) days following admission to CONTRACTOR'S program, a written individualized treatment/recovery plan containing long and short term goals and intervention for each client.
3. Length of Stay

Any beneficiary receiving residential services pursuant to the COUNTY'S Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a "short-term resident" of the residential facility. The length of residential services range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. Only two non-continuous 90-day regimens will be authorized in a one-year period. The average length of stay for residential services

Is 30 to 90 days. Residential Services for adults may be authorized for up to 90 days in one continuous period. Reimbursement will be limited to two non-continuous regimens for adults in any one-year period (365 days). One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days) Perinatal clients may receive a longer length of stay for residential services based on medical necessity.

4. CONTRACTOR shall consult with COUNTY's substance abuse staff on a regular basis, and as otherwise may be appropriate, regarding each client's progress and, at least five (5) days prior to discharge from the program, shall submit to COUNTY, via fax, a written discharge summary for each client addressing ongoing treatment goals and making recommendations for continuing services, and making arrangements for connecting client with COUNTY'S out-patient services immediately upon discharge. If any client leaves or is discharged from CONTRACTOR'S program prior to the planned date of discharge, CONTRACTOR shall immediately, or at the latest on the next business day, notify COUNTY of such event by telephone call, followed by a faxed written notification; such notice shall include the reason for and detailed circumstances of such event.
4. CONTRACTOR agrees to provide COUNTY with any reports which may be required by State or Federal agencies for compliance with this Agreement, and shall submit CalOMS and DATAR reports to ADP, in a timely manner. The CONTRACTOR shall use a "Special Services Code" in item #15 on the CalOMS form. The Special Services Code is #350311.
5. CONTRACTOR shall submit to COUNTY, by the tenth (10<sup>th</sup>) day of each month, a written status report consisting of the following data for the previous calendar month (a progress report form shall be provided by County).
  - a. Number and names of COUNTY'S clients in treatment at the beginning of the month;
  - b. Names, dates and times of admission of COUNTY clients during the month;
  - c. Name, reason (s) for early discharge, and date and time of discharge for each COUNTY client terminated from CONTRACTOR'S program during the reported month, where the discharge was made prior to successful completion of the treatment program;
  - d. Name, date and time of discharge for each COUNTY client discharged during the reported month after successful completion of the treatment program;
  - e. Name and length of stay to date, as of the end of the reported month, for each COUNTY client admitted for treatment;
  - f. If applicable, the name and pregnancy or postpartum status of each COUNTY'S client in treatment during the reported month, and if care of an infant was necessary during the reported month and, if so, the number of days such care was provided;
  - g. If applicable, the names of COUNTY'S clients in treatment under the Substance Abuse and Crime Prevention Act of 2000 ("SACPA", or Proposition 36), and the number of days such care was provided during the month, as well as the fees charged for those services, for each such COUNTY SACPA client; and,
  - h. If applicable, the name of each COUNTY client receiving or eligible for CalWORKS benefits.
6. CONTRACTOR shall post clients' rights information and regulations, including rights of confidentiality, in a conspicuous location.
7. CONTRACTOR shall give COUNTY'S clients the same level of care as other clients with similar needs, and shall not discriminate among patients in admission practices, assignment of accommodations, provision for meals, or any other substantive element of the treatment program.

By signing this contract, Contractor certifies under the laws of the State of California that Contractor and its subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]' Age Discrimination Act of 1975 (29 USC 6101); Rehabilitation Act of 1973 (29 USC 794) Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated hereunder (Title 2, California Code of Regulations (CCR), Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.

8. Certification (Reference: 45 Code of Federal Regulations (CFR), Appendix B to Part 76)  
The CONTRACTOR certifies, to the best of his or her knowledge and belief, the following:  
Neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- If the contractor is unable to certify the above, it shall attach a written explanation to the contract. The inability of a contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract.
- CONTRACTOR agrees that it will include the above debarment clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
9. CONTRACTOR agrees that no part of any federal funds provided under this contract shall be used by Contractor or any subcontractor to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of Federal Grant funds and is not intended to offset Contractor's right, or that of any other organization, to petition Congress, or any other level of government, through the use of other resources. (Reference: 31 USC 1352)
10. CONTRACTOR agrees that no part of any federal funds provided under this contract shall be used by it or any subcontractor to pay the salary of an individual in excess of \$171,600 per year.
11. CONTRACTOR shall comply, and require that subcontractors comply, with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted.
12. Performance under this contract is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC, Sections 11757 (a) and (b), CONTRACTOR shall (i) establish, and shall require subcontractors to establish, written accounting procedures consistent with the following requirements, and (ii) be held accountable for audit exceptions taken by State against Contractor and its subcontractors for any failure to comply with these requirements:
- a. HSC, Division 10.5;
  - b. Title 9, California Code of Regulations, Division 4;
  - c. Government Code Section 16367.8
  - d. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
  - e. Title 42, United States Code (USC), Section 300x-5;
  - f. Title 42 USC, Chapter 6A, Subchapter XVII – Part B, Subpart II, commencing at Section 300x-21);
  - g. Single Audit Act of 1984 (31 USC section 7501 et seq.) and the Single Audit Act Amendments of 1996 (31 USC sections 7501-7507) and the corresponding most recently revised OMB Circular A-133;
  - h. Title 45 CFR, Part 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant;
  - i. Title 21, CFR, Part 291 (Food and Drug Administration Requirements for Narcotic Treatment Programs);
  - j. Title 21, CFR, Part 1300, et. seq. (Drug Enforcement Administration Requirements for Food and Drugs); and
  - k. State Administrative Manual, Chapter 7200 (General Outline of Procedures).
  - l. Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).
  - m. Title 42, CFR Part 54, ADP Bulletin 04-5, Charitable Choice Requirements.

CONTRACTOR shall be familiar with the above laws and regulations and shall assure that its subcontractors are also familiar with such laws.

13. Contractor agrees not to charge clients or County for drug testing of clients.
  14. Contractor agrees not to bill Drug Medi-Cal for services provided under this contract.
  15. CONTRACTOR must comply with Nondiscrimination and Institutional Safeguards for religious Providers
  16. CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 5.
  17. CONTRACTOR shall retain client records for a minimum of three (3) years from the date of the last face-to-face contact, including each service rendered, to and the date of service, W&I Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.
- 
1. **PROGRAM 2: INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)** CONTRACTOR shall provide Intensive Outpatient Treatment (ASAM Level 2.1). Such structured programming services are provided to beneficiaries (a minimum of nine hours with a maximum of 19 hours a week for adults) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Lengths of treatment can be extended when determined to be medically necessary. Services consist primarily of counseling and education about addiction-related problems. Services can be provided by a licensed professional or a registered or certified counselor.
  2. CONTRACTOR shall provide Drug Medi-Cal Intensive Outpatient Services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by DHCS, operated and maintained to provide intensive outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).
  3. Length of Stay-duration of the program is dependent upon the nature of an individual's presenting problems, current level of multidimensional instability, history of SUD, and ongoing review of medical necessity criteria. The client attends three (3) to five (5) times weekly; services shall consist primarily of counseling and education about SUD-related and mental health problems.
  4. Individuals requesting referred for admission to Intensive Outpatient Services program shall have an assessment completed by the COUNTY or CONTRACTOR. For individuals who have been assessed by the COUNTY, the referral process will include the submission of either an electronic or hard copy of the completed ASAM assessment.
  5. For those COUNTY clients who may possibly self-refer directly to CONTRACTOR for Intensive Outpatient Treatment Services, CONTRACTOR Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process. Intensive Outpatient Treatment Service requests originating from the CONTRACTOR shall be reviewed and authorized by the COUNTY prior to admission to CONTRACTOR provided services. Upon completion of the assessment a pre-authorization referral packet (including the ASAM assessment) will be sent by the CONTRACTOR to the COUNTY for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for services. The County will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider.
  6. The COUNTY has an internal grievance process that allows a beneficiary or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.
  7. Admission to CONTRACTOR provided services shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the CONTRACTOR from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be

the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing impaired participants are welcome and interpreters will be utilized as needed. CONTRACTOR shall give admission priority to pregnant, HIV + and IV drug users.

8. Access to the CONTRACTOR provided Intensive Outpatient Services program will be for eligible women and men who are self-referred and or referred by the COUNTY authorization/assessment staff. Outpatient services are provided to non-perinatal and perinatal beneficiaries. In general, these will be women and men who may also be involved with the Probation Department, Drug Court, or Department of Social Services CalWORKS programs.



## **ATTACHMENT B**

### **Payment Schedule**

#### **B - 1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced one month in arrears. CONTRACTOR shall adhere to the COUNTY current method of submission of claims for reimbursement of charges as related to this Contract in the form of hard paper documentation. CONTRACTOR shall be capable during the course of this Contract term to adapt to technology changes that may occur that could require that the COUNTY receive CONTRACTOR charges for services rendered pursuant to the terms and conditions of this contract via electronic submission for CONTRACTOR's reimbursement.

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

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

#### **B - 2. PAYMENT**

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

#### **B - 3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ ( ) A total lump sum payment, or
- ☒ (X) A total sum not to exceed **(\$176,038.00)** for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this Attachment B.

**B - 4. SPECIAL COMPENSATION TERMS:**

Door to Hope Programs	SUDS Service Codes	Units - (Days or Mins)	FY 2019-20	
			Rate	Total
1. Residential (3.1) ODS Tx Daily Rate Only	51a & 51b	693	\$ 111.95	\$ 77,581
1. Residential (3.1) Room & Brd Daily Rate		693	\$ 30.00	\$ 20,790
1. ODS Case Management (1)	93	4,620	\$ 2.65	\$ 12,237
3. Perinatal Wom/Children Residential (3.1) Tx	51a & 51b	95	\$ 111.95	\$ 10,579
3. Perinatal Residential (3.1) Room & Board		95	\$ 30.00	\$ 2,835
3. Perinatal Residential ODS Case Mgmt (3.1)	93	630	\$ 2.65	\$ 1,669
4. Intensive Outpatient Treatment (2.1) ODS Outpt Tx	30	12,096	\$ 2.82	\$ 34,135
5. WM - Ambulatory Withdrawal Management Level 1		84	\$ 141.16	\$ 11,857
5. WM - Ambulatory WM Room and Board Level 1		84	\$ 30.00	\$ 2,520
Physician Consult (Peer-to-Peer)		336	\$ 5.46	\$ 1,835
<b>DRUG/MEDI-CAL TOTAL</b>				<b>\$ 176,038</b>

FISCAL YEAR	FISCAL YEAR LIABILITY	AMOUNT
FY 2019-20	FY 2019-20	\$176,038
<b>TOTAL AGREEMENT</b>	<b>TOTAL AGREEMENT</b>	<b>\$176,038</b>

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

The amount COUNTY shall pay to CONTRACTOR for monthly invoices CONTRACTOR submits to COUNTY shall be based on the number of services provided for clients authorized by the COUNTY to receive services delivered by CONTRACTOR delivering a service, or combination of services as per the modes of services identified to be provided through this Contract by CONTRACTOR and as specified as Drug MediCal billable services according to the rates of payment per modes of service specified in this contract. Payments made pursuant to the rate structure in Appendix 1 to Attachment A. Referenced, shall be accepted by the CONTRACTOR as payment in full for CONTRACTOR delivered services provided to any beneficiary pursuant to the terms and conditions of this contract.

**B - 5. AUDIT EXCEPTIONS:**

Any and all audit exceptions subjected to State Department of Health Care Services fiscal recoupment identified by the COUNTY, or any state or federal agency resulting from an audit of CONTRACTOR's performance of this Agreement, or actions by CONTRACTOR, its officers, agents and employees shall be the sole responsibility of the CONTRACTOR. If the results of any audit show that the funds paid to CONTRACTOR under this agreement exceeded the amount due, then the CONTRACTOR shall pay the excess amount to

COUNTY no later than sixty (60) days after the final audit settlement, or at COUNTY's election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment owed to CONTRACTOR under this or any other agreement.

**B - 6. CONTRACTOR COST REPORT SUBMISSION:**

As related to the services delivered per the terms and conditions of this Contract, CONTRACTOR shall prepare and submit to COUNTY a Year End Annual Cost Settlement. CONTRACTOR shall provide to the COUNTY one hard copy document with original wet signature and electronic submitted copy of an annual cost report within sixty (60) days following the close of each fiscal year. Such cost report shall be prepared in accordance with generally accepted accounting principles and per instructions provided by COUNTY. Such Annual Reports shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements and to the degree applicable per COUNTY direction to CONTRACTOR, using forms, templates and instructions provided by the COUNTY.

The CONTRACTOR'S Year-End Cost Report Settlement as pertains to this Contract shall consist of the following listed documentation:

- State Cost Report.
- Annual Report(s), as applicable and required by the COUNTY and relevant State and Federal Oversight entities

**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**

The following paragraphs apply only as indicated above.

- D-1. CONTRACTOR shall comply with all statutes and regulations governing the confidentiality of records.
- D-2. CONTRACTOR shall maintain all governing records in compliance with all appropriate federal, state and local requirements.
- D-4. CONTRACTOR shall insure that all pertinent admissions and length of stay requests comply with utilization review regulations.
- D-6. CONTRACTOR shall comply with Title 9 Substance Abuse and Crime Prevention Act of 2000:

Section 9530 (f)

With the exception of specific requirements included in (g), (h), and (i) of Section 9530, determination of allowable and allocable costs under the Act shall be made utilizing the guidelines contained in the Act and in cost principles published by the Federal Office of Management and Budget (OMB). The county shall follow OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments". Public and Private contractors shall follow OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

Section 9530 (k) (2)

The COUNTY and CONTRACTOR shall monitor and document activities to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the county.

Section 9532 (b) (1)

Drug treatment programs in which clients are placed shall assess fees toward the cost of treatment based on their determination of a client's ability to pay in accordance with Section 11991.5 of the Health and Safety Code. Such fees shall be deducted from the drug treatment program's cost of providing services in accordance with Health and Safety Code Section 11987.9.

Section 9535 (e)

The COUNTY and CONTRACTOR shall retain all records documenting use of funds for a period of five years from the end of the fiscal year or until completion of the Department's annual audit and resolution of any resulting audit issues if the audit is not resolved within 5 years.

Section 9545 (a)

COUNTY shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in funds to ensure compliance with the provisions of the Act, the requirements of this Chapter, and the county terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits.

Section 9545 (b)

The audit shall be conducted in accordance with generally accepted government auditing standards as described in "Government Auditing Standards (1994 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States.



Section 9545 (d)

The written audit report shall establish whether the contractor expended funds in accordance with the provisions of the Act, including terms of SATTA Drug Testing, the requirements of this Chapter, and the county terms and conditions under which the funds were awarded.

Section 9545 (e)

When a county audit finds that a public or private contractor has misspent funds (Section 9530), the county shall demand repayment from the contractor in the amount of such audit findings and shall be reported to the Department on the Annual Financial Status Report Substance Abuse and Crime Prevention Act of 2000" (Form 10096, New 10/01), and the specific amount recovered shall be identified in the "Comments/Remarks" line on the same report. The County shall maintain an audit trail to identify the specific audit periods for which recoveries are reported.

Section 9545 (g)

Notwithstanding subsection (a) of Section 9545, any public or private contractor who is required to obtain a single audit pursuant to OMB Circular A-133 and who receives funding under the Act, shall ensure that the single audit addresses compliance with the requirements of the Act. The County may rely on the single audit as fulfilling its responsibilities in Section 9545 (a).

Section 9545 (h)

Audit work papers supporting the report shall be retained for a period of five years from the issuance of the audit report and the County shall make such work papers available to the Department upon request.

**END ATTACHMENT D**



## ATTACHMENT E

### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

#### BUSINESS ASSOCIATE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall institute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.

- (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).
- (o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

### **END OF ATTACHMENT E**



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 4.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: BEHAVIORAL HEALTH**

**DEPT HEAD/DIRECTOR: Alan Yamamoto**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 810**

**SUBJECT:**

**BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Approve contract renewal with Valley Health Associates for the period of July 1, 2019 through June 30, 2020, for a maximum amount of \$113,687.00.

SBC FILE NUMBER: 810

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Department of Health Care Services (DHCS, Mental Health Div.) has mandated that an array of modes of Substance Use Disorders (SUDS) Treatment Services be offered by a County in order to participate in the Drug MediCal Organized Delivery Services (DMC-ODS) Federal Waiver Project. Some of the services have historically never been provided by San Benito County Behavioral Health (SBCBH) as is the case for the majority of counties in the State. Valley Health possess the capabilities and credible experience to provide some of the required services, for example Methadone Treatment otherwise known as a Narcotic Treatment Program and other required services such as Medication Assisted Treatment (MAT), as an array of other medications commonly utilized for the treatment of opioid addictions, alcohol dependence and other chemical

dependencies. Valley Health operates a clinic in Salinas and by its operating history shows it is capable of providing the services we require. Consequently we seek to maintain compliance with the DHCS requirements and propose the contract renewal with Valley Health for the aforementioned SUDS services.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

113,687

**STAFF RECOMMENDATION:**

Approve renewal of contract with Valley Health Associates for a maximum amount of \$113,687 for the term of FY 2019-20 and;

Authorize the Board Chair to sign said contract.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description

Valley Health Associates

Upload Date    Type

7/12/2019

Standard Contract

## CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Valley Health Associates ("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, 2019, and end on June 30, 2020, unless terminated earlier as per conditions 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 a condition 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: Not Applicable

6. **Termination.**

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

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

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

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Alan Yamamoto

Title: Behavioral Health Director

Address: 1131 San Felipe Road

Hollister, California 95023

Telephone No.: 831-636-4020

Fax No.: 831-636-4025

Contract Administrator for CONTRACTOR:

Name: Valley Health Associates

Title: Amy Bravo, Executive Director

Address: 338 Monterey Street

Salinas, CA 93901

NPI #: 1669513528

Telephone No.: 831-424-6655

Fax No.: 831-424-9717

**SIGNATURES**

APPROVED BY COUNTY:

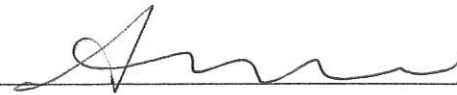
\_\_\_\_\_

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

Chair, San Benito County Board of Supervisors

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

APPROVED BY CONTRACTOR:



Name: Amy Bravo, Executive Director

SSN: 567-95-9187

Date: 6/14/19

**APPROVED AS TO LEGAL FORM:**

Irma Valencia, San Benito County Counsel

By: 

Date: 7-12-2019

## **ATTACHMENT A**

### **Scope of Services**

**Section 1.0 – Clients:** At the request of the COUNTY, CONTRACTOR shall provide as specified in this contract Certain, DMC-ODS (Drug MediCal and Organized Delivery System) Substance Use Disorder (SUDS) treatment services funded by Drug MediCal services for Certain COUNTY preauthorized for services clients.

CONTRACTOR shall provide only those services authorized by the COUNTY in writing and for only those clients who have been evaluated and referred in writing as authorized to receive CONTRACTOR provided services through this contract by the County's Behavioral Health Director, or Designee.

**Section 1.1 – Client Eligibility:** COUNTY shall be responsible for verifying client eligibility for Medi-Cal services.

**Section 2.0 – Medical Necessity of Services:** CONTRACTOR shall provide only those services which are medically necessary and have been preauthorized in writing by the County's Behavioral Health Director or Designee. Medical necessity shall be determined in accordance with guidelines established by the Department of Health Care Services and the COUNTY.

**Section 3.0 – Procedures:** CONTRACTOR shall provide only the DMC-ODS services preauthorized in writing by COUNTY's Behavioral Health Director, or Designee. Such services shall be limited to those listed in **Appendix 1 of Attachment A** of this contract.

**Section 3.2 – Procedures, Materials and Equipment:** CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Contract, except as may be otherwise specified in this Contract. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel in the performance of its obligations under this Agreement

**Section 3.2 – Procedure Definitions:** CONTRACTOR agrees all COUNTY authorized Narcotic Treatment Program (NTP) and Medication Assisted Treatment (MAT) services provided by CONTRACTOR shall comply with all applicable Federal Center for Medicare and Medicaid (CMS) and State Department of Healthcare Services (DHCS) Substance Use Disorder Program laws and regulations. CONTRACTOR provided services for the purposes of this contract are those identified in **Appendix 1 of Attachment A** this contract.

**Section 4.0 – Documentation of Services:** Documentation must meet medical necessity guidelines referenced in Section 2.0 above, and meet Drug Medi-Cal requirements as described by service and procedure code. Documentation, including progress notes, shall include the duration of the contact (including documentation time) and meet all documentation requirements as per State DHCS requirements. CONTRACTOR shall expend no more billable time (including documentation time) performing the DMC-ODS services for a particular client, or a group of clients in the case of group counseling, than the amount of time specified in



Attachment B, section B-4. All billed services shall be subject to periodic monitoring by COUNTY for compliance with State DHCS requirements. Clinical records shall be maintained and made available at any time for inspection and audit, including also any records or documents of the premises, physical facilities, and equipment where Medi-Cal-related activities or work is conducted for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

**Section 5.0 - Reporting in Compliance with State DHCS Requirements for the California Outcome Measurement (CalOMS) for Treatment Services:** CONTRACTOR shall fully comply with State DHCS Requirements for the California Outcome Measurement (CalOMS) for Treatment Services; the Drug and Alcohol Treatment Access Report (DATAR) and any other data collection systems required by the COUNTY or the State DHCS.

**Section 5.1 – Compliance with All Other Applicable Laws and Regulations:** The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations in performing the work and providing the services specified in this Contract. CONTRACTOR shall comply with all the COUNTY and State licensing requirements applicable for the services CONTRACTOR provides through this Contract for the COUNTY. CONTRACTOR shall obtain appropriate licenses for modes of service provided through this Contract and display the same in a public location that is reasonably conspicuous. CONTRACTOR shall maintain applicable certification by the State Department of Health Care Services (DHCS) for modes of service and comply with appropriate COUNTY or State service standards. If, at any time CONTRACTOR's license, registration, DHCS certification, DMC certification, ASAM certification, approval to operate a substance abuse treatment program and provide covered services, is revoked, suspended, modified, or not renewed, the COUNTY may amend or terminate this CONTRACT. COUNTY shall terminate this Contract in the event that the CONTRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance.

**END OF ATTACHMENT A**



**Appendix 1 to Attachment A**

**Valley Health Contract Modes of Service and Fee Schedule**

<b>San Benito County BH</b> <b>Narcotic Treatment Program - Valley Health Programs</b> <b>FY 19/20</b>								
Valley Health Programs	Number of Clients	Annual Doses	Annual Minutes	Annual UOS - 10 Min. Increments	Estimated Rate*	Total Cost for FY		
NTP MAT Meth Dosing (DMC)	6	2190			\$ 13.11	\$ 28,711		
NTP MAT Meth Dosing Peri (DMC)	1	270			\$ 14.11	\$ 3,810		
NTP MAT Dosing Buprenorphine (DMC)	2	365			\$ 20.18	\$ 7,366		
NTP MAT Dosing Buprenorphine Peri (DMC)	1	270			\$ 28.02	\$ 7,565		
NTP MAT Dosing Disulfiram (DMC)	10	3285			\$ 10.47	\$ 34,394		
NTP MAT Dosing Disulfiram Peri (DMC)	0	270			\$ 10.84	\$ 2,927	*Not Recommended	
NTP Indiv. Counseling (DMC)	8		11,520	1,152	\$ 15.37	\$ 17,706		
NTP Indiv. Counseling Peri (DMC)	2		2,880	288	\$ 16.39	\$ 4,720		
NTP Group Counseling (DMC)	8		6,480	648	\$ 3.43	\$ 2,223		
NTP Group Peri Counseling (DMC)	2		720	72	\$ 4.28	\$ 308		
Med. Assisted Tmt (MAT) (DMC) Med.Supp or Phys Time	10		300	30	\$ 81.91	\$ 2,457		
Narcan	10	10			\$150.00	\$ 1,500		
Total Drug Medi-Cal						<b>\$113,687</b>		

\*Rates subject to change based on DHCS reimbursement rates that are provided at a later date in the year.

## **ATTACHMENT B**

### **Payments and Schedule**

#### **B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced one month in arrears. CONTRACTOR shall adhere to the COUNTY current method of submission of claims for reimbursement of charges as related to this Contract in the form of hard paper documentation. CONTRACTOR shall be capable during the course of this Contract term to adapt to technology changes that may occur that could require that the COUNTY receive CONTRACTOR charges for services rendered pursuant to the terms and conditions of this contract via electronic submission for CONTRACTOR's reimbursement.

#### **B-2. PAYMENT**

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

#### **B-3. COMPENSATION**

This is a Fee For Services Contract that has the potential for the COUNTY to pay to CONTRACTOR a total sum that may not exceed a maximum of One Hundred Thirteen Thousand Six Hundred Eighty Seven dollars (\$113,687) dollars for the term of this contract. Reimbursement rates for this Contract are based on the modes of services and related Fee Schedule contained in Appendix 1 to Attachment A.

#### **B-4. SPECIAL COMPENSATION TERMS:**

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

The amount COUNTY shall pay to CONTRACTOR for monthly invoices CONTRACTOR submits to COUNTY shall be based on the number of services provided for clients authorized by the COUNTY to receive services delivered by CONTRACTOR delivering a service, or combination of services as per the modes of services identified to be provided through this Contract by CONTRACTOR and as specified as Drug MediCal billable services according to the rates of payment per modes of service specified in this contract. Payments made pursuant to the rate structure in Appendix 1 to Attachment A. Referenced, shall be accepted by the CONTRACTOR as payment in full for CONTRACTOR delivered services provided to any beneficiary pursuant to the terms and conditions of this contract.

#### **B-5. AUDIT EXCEPTIONS AND OVERPAYMENTS:**

Any and all audit exceptions and or other overpayments subjected to State Department of Health Care Services fiscal recoupment identified by the COUNTY, or any state or federal agency resulting from an audit of CONTRACTOR's performance of this Agreement, or actions by CONTRACTOR, its officers, agents and employees shall be the sole responsibility of the CONTRACTOR. If the results of any audit show that the funds paid to CONTRACTOR under this agreement as an audit exception and or overpayment, then the CONTRACTOR shall pay the overpayment amount to COUNTY no later than sixty (60) calendar days after the, date on which the audit exception and or overpayment was identified or at COUNTY's election. CONTRACTOR must also notify the COUNTY in writing of the reason for the audit exception and or overpayment. COUNTY may recover the overpayment or any portion of it by offsets made by COUNTY against any payment owed to CONTRACTOR under this or any other Agreement.

**B-6. CONTRACTOR COST REPORT SUBMISSION:**

As related to the services delivered per the terms and conditions of this Contract, CONTRACTOR shall prepare and submit to COUNTY a Year End Annual Cost Settlement. CONTRACTOR shall provide to the COUNTY one hard copy document with original wet signature and electronic submitted copy of an annual cost report within sixty (60) days following the close of each fiscal year. Such cost report shall be prepared in accordance with generally accepted accounting principles and per instructions provided by COUNTY. Such Annual Reports shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements and to the degree applicable per COUNTY direction to CONTRACTOR, using forms, templates and instructions provided by the COUNTY.

The CONTRACTOR'S Year-End Cost Report Settlement as pertains to this Contract shall consist of the following listed documentation:

- State Cost Report.
- Annual Report(s), as applicable and required by the COUNTY and relevant State and Federal oversight entities.

**END OF ATTACHMENT B**

## ATTACHMENTC

### 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**

### **Status of Contractor**

CONTRACTOR is: (check one)

- [ X ] CONTRACTOR is a Contract service provider delivering services as pertains to the terms and conditions of this contract on the behalf of the COUNTY.

### **SPECIFIC TERMS AND CONDITIONS**

The following paragraphs apply only as indicated above.

- D-1. CONTRACTOR shall comply with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- D-2. CONTRACTOR shall comply with all statutes and regulations governing the confidentiality of records.
- D-3. CONTRACTOR shall maintain all governing records in compliance with all appropriate federal, state and local requirements.
- D-4. CONTRACTOR shall comply with all Patients' Rights statutes and regulations.
- D-5. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- D-6. CONTRACTOR shall maintain the confidentiality of its records, including billings and computerized records, in accordance with all applicable state and federal laws and regulations regarding confidentiality of participant records and information including but not limited to Title 42, Code of Federal Regulations, Part 2, Sections 2.1 through 2.67, inclusive and 290 dd-2; Welfare and Institutions Code Sections 14100.2; Health and Safety Code, Division 10.5, Section 11977; and Title 22, California Code of Regulations, Section 51009. CONTRACTOR shall inform all its officers, employees, and agents providing services hereunder of said confidentiality provisions.
- D-7. Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records and from contact with its clients and complainants shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, shall have access to such confidential information and records to the extent allowed by law and such information and records to which COUNTY has access shall remain confidential and may be disclosed only as permitted by law.
- D-8. CONTRACTOR shall insure that all pertinent admissions for services and length of treatment decisions comply with utilization review regulations.
- D-9. CONTRACTOR shall maintain all necessary licensing and certification to perform under the scope of practice of CONTRACTOR.

- D-10. CONTRACTOR shall comply with all credentialing activities as may be required by the County.
- D-11. CONTRACTOR shall submit to COUNTY in a timely manner all required reports.
- D-12. Notwithstanding anything in paragraph C-6, to the contrary, CONTRACTOR shall maintain records as specified in paragraph C-6 for a period of seven (7) years from the close of the COUNTY'S fiscal year in which this contract is in effect.
- D-13. Notwithstanding paragraphs C-5 and C-6, CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this contract, available for inspection, examination or copying, by the COUNTY, the State Department of Justice, HHS, and the State Department of Health Services, at all reasonable times at the CONTRACTOR'S place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping.
- D-14. CONTRACTOR must meet all Department of Health Care services Provider selection criteria.
- D-15. CONTRACTOR shall ensure that beneficiaries will receive the same level of care as provided to all other patients served.
- D-16. CONTRACTOR shall not discriminate in the provision of services to beneficiaries on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.
- D-17. CONTRACTOR provider shall make all the beneficiaries aware of the avenues of grievance and appeal available through the county in accordance with Title 9 California Code of Regulations, Section 1850.205 1850.305. The Provider may direct beneficiaries who are receiving services from the Provider to the County to file grievances and appeals. The Provider shall post the grievance and appeal language in a publicly visible area. Specific procedures for fulfilling these requirements are outlined in the County's Provider Handbook. The County shall not preclude the Provider from establishing it' own grievance and appeal's processes for beneficiaries receiving services from the Provider.
- D-18. CONTRACTOR, in seeking to resolve any problems or appeals with COUNTY, shall follow those procedures specified in the COUNTY's Provider Handbook of the San Benito County Behavioral Health Plan.
- D-19. CONTRACTOR shall adhere to all procedures and regulations as described in the County's Provider Handbook.
- D-20. CONTRACTOR shall comply with all certification requirements to practice as a Drug MediCal- ODS provider for Narcotic Replacement Therapy and Medication Assisted Treatment and must meet all on-site certification criteria prior to certification and every year thereafter.
- D-21. CONTRACTOR shall submit an annual cost report to the COUNTY.
- D-22. CONTRACTOR shall insure all licensed or certified staff possess the proper and valid credentials.
- D-23. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees and subcontractor performing services under this Agreement are specially, trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement.

- D-24. CONTRACTOR agrees to that all staff providing services pertinent to the deliverables as specified in this Contract are trained to deliver such services.
- D-25. CONTRACTOR agrees to complete and return to COUNTY the Provider Satisfaction Survey when such is provided by COUNTY.
- D-26. CONTRACTOR agrees to comply with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace. CONTRACTOR shall publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- D-27. CONTRACTOR shall maintain compliance with the Trafficking Victims Protection Act of 2000 (TVPA). CONTRACTOR and its employees, sub-recipients under this contract, and subcontractors employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect and, use forced labor in the performance of the award or sub awards under the contract. CONTRACTOR must inform the COUNTY and DHCS immediately of any information CONTRACTOR receives from any source alleging a violation of any of the aforementioned prohibited conditions.
- D-28. CONTRACTOR shall adhere to COUNTY and State DHCS requirements for Culturally Competent services delivery and linguistic accessibility. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Contract in cross-cultural situations. CONTRACTOR shall ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 CFR 438.206(c)(2). CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations and with the Clients authorization.

### **END ATTACHMENT D**

## ATTACHMENT E

### HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

#### BUSINESS ASSOCIATE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.



- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall 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) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).
- (o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

**END ATTACHMENT E**



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

---

**Item Number: 5.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: BOARD OF SUPERVISORS**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:** Dulce Alonso

**SBC DEPT FILE NUMBER:** 430

**SUBJECT:**

**BOARD OF SUPERVISORS**

Adopt Ordinance Amending Article 1 of Chapter 3.01 of Title 3 of the San Benito County Code for Grand Jurors Compensation, continued from July 23, 2019 meeting; and waive further reading of the ordinance.

SBC FILE NUMBER: 430

ORDINANCE NO: 987

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The existing fees for Grand Jury states the following § 3.01.012 FEES FOR GRAND JURORS; MILEAGE:

(A) The fee/compensation for grand jurors shall be \$15 a day for each day's attendance at a called meeting of the entire Grand Jury, and the mileage reimbursement applicable to county employees for each mile actually traveled in attending a called meeting of the entire Grand Jury, or at such increased rate as state law may hereinafter establish.



(B) Members of the Grand Jury shall be reimbursed for actual travel expenses incurred for out-of-county travel to attend grand juror training, upon advance authorization of the foreperson and the County Administrative Officer, and not to exceed the amount budgeted for training in the Grand Jury's annual budget.

(C) Any reimbursement allowed pursuant to this section shall be made upon those conditions and at those rates applicable to the county employees under the county's travel and reimbursement policies, and shall be charged against the current operating budget for the Grand Jury. Grand Jury members are encouraged to carpool when possible.

(Ord. 889, § 1; Ord. 934, § 1, 2015).

Other surrounding Counties have the following compensation in place.

County	Compensation	Ordinance Details
Santa Cruz	\$15 max per day	The whole grand jury of which quorum is present includes (including committee investigations and tours of County facilities). No More than two days in a calendar week.
Yuba	CA Penal Code § 890	Limited to one per diem fee per day and to a maximum of eight per month.
Contra Costa	\$ 15	Not more than one of each fifteen dollars per diems in any one twenty-four-hour period
Fresno County	\$15	Grandjurorsattending both a regular meeting and a committee meeting on a single day shall receive only the compensation for one meeting.

The attached ordinance will amend the San Benito County Code to be consistent with State Law in that it would compensate Grand Jurors the minimum amount required by State Law for attendance at meetings, pursuant to Penal Code 890. It exceeds minimum State law as far as its provisions regarding compensation for training.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

1. Waive further reading of the ordinance and
2. Adopt Ordinance Amending Article 1 of Chapter 3.01 of Title 3 of the San Benito County Code for Grand Jurors Compensation.

## **ADDITIONAL PERSONNEL:**

## **ATTACHMENTS:**

### **Description**

Chapter 3.01 Compensation Paid to Grand Jurors Ordinance

### **Upload Date**

7/31/2019

### **Type**

Cover Memo

**BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO**

**AN ORDINANCE OF THE COUNTY OF SAN BENITO AMENDING )  
ARTICLE 1 (“IN GENERAL”) OF CHAPTER 3.01 ) ORDINANCE NO. \_\_\_\_  
 (“ADMINISTRATION GENERALLY”) OF TITLE 3 OF THE SAN )  
BENITO COUNTY CODE TO SPECIFY COMPENSATION PAID TO )  
GRAND JURORS IN SAN BENITO COUNTY )**  

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The Board of Supervisors of the County of San Benito ordains as follows:

**SECTION 1.** Subsection (A) of Section 3.01.012 of Article I of Chapter 3.01, “Administration Generally” of Title 3 of the San Benito County Code is hereby amended to read as follows. The remaining subsections of 3.01.012 shall remain unchanged.

- A. The fee/compensation for grand jurors shall be \$15 a day for each day’s attendance as a grand juror, or at such increased rate as state law may hereinafter establish, not to exceed one per diem fee per day and a maximum of eight per month.
1. To receive reimbursement, the meeting, event, training, and/or investigation must be a minimum of two hours exceptions may be approved by the majority of the Grand Jury. Non-specific general interest attendances at County or City agency meetings are not reimbursable.
  2. Members of the Grand Jury shall be reimbursed for actual and necessary mileage driven in their private vehicles to and from attendance at any committee meeting of the Grand Jury; facility; or authorized interviews with witnesses in connection with approved Grand Jury investigations.
  3. The rates applicable to the County employees under the County’s travel and reimbursement policies, apply to the Grand Jury. Grand Jury members are encouraged to carpool when possible.
  4. Members of the Grand Jury shall be reimbursed for actual travel expenses incurred for out-of-county travel to attend grand juror training, upon advance authorization of the majority of the grand jury, and if sufficient funds are available in the Grand Jury’s budget.

**SECTION 2. CODIFICATION, SEVERABILITY AND ENACTMENT.**

A. Section 1 shall be codified in the San Benito County Code. The remaining sections shall not be codified.

B. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion(s) of this ordinance. The Board of Supervisors declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one section, subsection, sentence, clause or phrase be declared invalid.

C. This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and approval. Prior to the expiration of fifteen (15) days from the final passage hereof, the clerk of the San Benito County Board of Supervisors shall cause this ordinance, or a summary thereof, to be published in a newspaper of general circulation in the County of San Benito.

Introduced at a regular meeting of the Board of Supervisors held on the 23<sup>rd</sup> day of July, 2019. Final passage and adoption by the Board of Supervisors of the County of San Benito was at a regular meeting of said Board held on 6<sup>rd</sup> day of August, 2019, by the following vote:

AYES: Supervisor(s)  
NOES: Supervisor(s)  
ABSTAIN: Supervisor(s)  
ABSENT: Supervisor(s)

By: \_\_\_\_\_  
Mark Medina, Chair  
San Benito County Board of Supervisors

**ATTEST:**  
Janet Slibsager, Clerk  
San Benito Board of Supervisors

**APPROVED AS TO LEGAL FORM**  
Barbara Thompson  
County Counsel

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Barbara Thompson

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

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



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 6.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY**

**DEPT HEAD/DIRECTOR:** Tracey Belton, Interim Director

**AGENDA ITEM PREPARER:** Enrique Arreola

**SBC DEPT FILE NUMBER:** 130

**SUBJECT:**

**HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**

Adopt Resolution accepting the Workforce Innovation & Opportunity Act (WIOA) Youth Program Allocation and authorize execution of Title 1 Master Subgrant Agreement No. AA011029 in the amount of \$209,597.00.

SBC FILE NUMBER: 130

RESOLUTION NO: 2019-73

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

CSWD has received the WIOA youth formula allocation for program year 2019-2020. CSWD requests approval of receipt of WIOA Title I Master Sub-Grant, for \$209,597 for youth program services and grant signatory authority for the Board Chair or the Director of HHSA to sign WIOA documentation and/or amendments on behalf of the County of San Benito.

The WIOA youth formula allocation for Program Years 2019-2020 has been determined by the State. The youth funding is made available to the local workforce areas on or about April 1st of

each year. Historically, issuance of this sub grant occurs during the month June. Recently, the State released the funding allocations for the Youth programs. CSWD has not incurred any expenses towards this grant at this time. Signatory authority requested will be in effect for sub grant contract receipt and for any amendments. Based on past practice, the State will unilaterally modify this agreement to incorporate formula-based allocations for the dislocated worker program, adult job training, and rapid response services within the next few months.

This grant was anticipated and is included in the FY2019/2020 budget. There is no impact on the County General Fund.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

240.80.2555.2895

**CURRENT FY COST:**

\$227,941

**STAFF RECOMMENDATION:**

- 1) Adopt Resolution 19-\_\_\_\_, accepting the Workforce Investment Opportunity Act (WIOA) Title I Master Subgrant allocation.
- 2) Approve sub-grant Agreement No. AA011029 in the amount of \$209,597 and authorize Board Chair to sign.
- 3) Authorize Director of HHSA or designee to execute any extensions or amendments of this Agreement and any other WIOA documentation related to the sub-grant for and on behalf of the County of San Benito.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
WIOA Resolution	7/19/2019	Resolution
WIOA Master Sub-Grant Agreement	7/19/2019	Contract

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 RESOLUTION NO. 19-\_\_\_\_\_

3 RESOLUTION ACCEPTING THE WORKFORCE INNOVATION AND OPPORTUNITY  
4 ACT YOUTH PROGRAM ALLOCATION AND AUTHORIZING EXECUTION OF  
5 SUBGRANT AGREEMENT

6 WHEREAS, the County of San Benito ("County") has been designated to receive a  
7 Workforce Innovation and Opportunity Act Sub-Grant from the State of California, Employment  
8 Development Department (EDD) to continue to fund programs to provide employment and training  
9 services to San Benito County youth; and

10 WHEREAS, EDD has issued the Title I WIOA Master Subgrant No. AA011029 for the  
11 WIOA Youth Program to the County of San Benito as the Local Workforce Investment Area; and

12 WHEREAS, the term of the Agreement is from April 1, 2019 to June 30, 2021, and the  
13 amount of the Agreement will not exceed \$209,597; and

14 WHEREAS, it appears to be in the best interest of San Benito County, its residents and clients  
15 to enter into this Agreement.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of  
17 San Benito as follows:

- 18 1. The Board hereby accepts the WIOA Title I Master Subgrant allocation for and on  
19 behalf of the County of San Benito.
- 20 2. Sub-Grant Agreement No. AA011029 in the amount of \$209,597 for the term of April  
21 1, 2019 to June 30, 2021 is hereby approved, and the Chair of the Board is authorized  
22 and directed to execute that Agreement on behalf of the County of San Benito.
- 23 3. The Director of the San Benito County Health & Human Services Agency or designee  
24 is authorized to execute any extensions or amendments of this Agreement and any  
25 other WIOA documentation related to the sub-grant for and on behalf of the County of  
26 San Benito.

27 PASSED AND ADOPTED by the Board of Supervisors of the County of San Benito, State of  
28 California, this 6<sup>th</sup> day of August, 2019, by the following vote:

25 AYES: SUPERVISORS:  
26 NOES: SUPERVISORS:  
27 ABSENT: SUPERVISORS:  
28 ABSTAIN: SUPERVISORS:

By: \_\_\_\_\_  
Mark Medina, Chair

ATTEST: JANET SLIBSAGER  
Clerk of the Board

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

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

 7-19-19  
DEPUTY COUNTY COUNSEL DATE



## WIOA SUBGRANT AGREEMENT

SAN BENITO COUNTY

SUBGRANT NO: AA011029  
 MODIFICATION NO: New  
 SUBRECIPIENT CODE: SBE  
 UNIQUE ENTITY NO: 784683757  
 INDIRECT COST RATE:

## PASS-THROUGH ENTITY:

State of California  
 Employment Development Dept.  
 Central Office Workforce  
 Services Division  
 P.O.Box 826880, MIC 69  
 Sacramento, CA 94280-0001

SUBRECIPIENT: SAN BENITO COUNTY  
 1111 SAN FELIPE ROAD  
 HOLLISTER, CA 95023

GOVERNMENTAL  
 ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **SAN BENITO COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart  
 General Provisions  
 Youth Formula Rd 1

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$0.00 \$209,597.00 \$209,597.00
TERM OF AGREEMENT From: 4/1/2019 To: 6/30/2021	Terms of Exhibits are as designated on each exhibit	
PURPOSE: The purpose of this action is to initiate Program Year (PY) 2019-20 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2019 - 06/30/2021.		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)	APPROVED FOR SUBRECIPIENT (By Signature)	
Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION  I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	Name and Title Mark Medina Chair, Board of Supervisors County of San Benito  This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance	
Signature of EDD Accounting Officer		
Budget item: 7100 Chapter: 029	Fund: 0869 Statute: 2018	Budgetary Attachment: No FY: 18/19

APPROVED AS TO LEGAL FORM  
 SAN BENITO COUNTY COUNSEL

 719-19  
 DEPUTY COUNTY COUNSEL DATE

Page 1 of 16



SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

SUBGRANT NO:AA011029  
MODIFICATION NO:New

SAN BENITO COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
<b>WIA/WIOA Formula</b>				
96100 301 Youth Formula Rd 1 04/01/2019 to 06/30/2021 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$209,597.00	\$0.00	\$209,597.00
<b>Total WIA/WIOA Formula</b>	<b>\$0.00</b>	<b>\$209,597.00</b>	<b>\$0.00</b>	<b>\$209,597.00</b>
<b>Grand Total:</b>	<b>\$0.00</b>	<b>\$209,597.00</b>	<b>\$0.00</b>	<b>\$209,597.00</b>

## NARRATIVE

SUBGRANT NO:AA011029  
MODIFICATION NO: 0

SUBRECIPIENT:SAN BENITO COUNTY  
FAIN NO: AA-33218-19-55-A-6  
FEDERAL AWARD DATE: 4/26/2019  
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2019 - 06/30/2021

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

## PROGRAM NARRATIVE

The purpose of this action is to initiate Program Year (PY) 2019-20 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2019 - 06/30/2021.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

## WIOA SUBGRANT AGREEMENT

## 1. Compliance

In performance of this subgrant agreement, Subrecipient will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

## 2. Certifications, Assurances, Standards

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred:

- a. false information on the certifications, assurances and standards, or
- b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

## 3. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

- a. This subgrant agreement is valid and enforceable only if
  - i. sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and
  - ii. sufficient funds are made available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.
- b. At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of

this subgrant agreement will be immediately remitted to the Pass-through Entity, and no longer available to the Subrecipient.

- c. The Pass-through Entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

#### 4. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
  - i. Subrecipient will obtain a fidelity bond in an amount of not less than \_\_\_\_\_, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
  - ii. Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
  - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
  - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation.
  - v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) above must contain the following clauses:
    - 1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subrecipient to: Employment Development Department, Central Office Workforce

Services Division Financial Management Unit, P.O. Box 826880, MIC 69,  
Sacramento, CA 94280-0001.

2. State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
3. State of California is not responsible for payment of premiums or assessments on this policy.

vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before 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 subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

#### 5. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

#### 6. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

#### 7. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

#### 8. Remedies for Non-Compliance

If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338.

#### 9. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subrecipient will be liable for and will repay to the Pass-through Entity, any amounts expended under this subgrant agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

#### 10. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a. Termination for Convenience - Either the Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b. Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subrecipient will be addressed to:

Enrique, Arreola  
Director / Administrator  
SAN BENITO COUNTY  
1111 SAN FELIPE ROAD  
HOLLISTER, CA 95023

Notices to the Pass-through Entity will be addressed to:

Employment Development Department  
Central Office Workforce Services Division  
Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

#### 11. Audit Requirements

- a. The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

#### 12. Entire Agreement

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

#### 13. Unenforceable Position

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

#### 14. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.

- b. Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts.  
To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

#### 15. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Subgrant is required in order to implement an adjustment to a Subrecipient's plan.
- c. Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Pass-through Entity.
- d. There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e. An amendment is required to change the Subrecipient's name as listed on this subgrant 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.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

#### 16. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

#### 17. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or



audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.

- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

#### 18. Subcontracting

- a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

#### 19. Conflicts

- a. Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.
- b. In the event of a dispute between the Pass-through Entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Pass-through Entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

#### 20. Indemnification

- a. The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to California Government Code § 895.4, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- b. The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this subgrant agreement.

#### 21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subrecipient will not commence performance prior to the beginning of this subgrant agreement.

Contact information for the awarding official of the Pass-through Entity:



Name: Jaime Gutierrez  
Title: Division Chief  
Address: P.O. Box 826880, MIC 50  
Sacramento, CA 94280-0001

## Exhibit A

### Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- c. Sectarian Activities: The Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. National Labor Relations Board certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- g. Drug Free Workplace requirement: Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  2. Establish a Drug-Free Awareness Program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. the person's or organization's policy of maintaining a drug-free workplace;
    - iii. any available counseling, rehabilitation and employee assistance programs; and,
    - iv. penalties that may be imposed upon employees for drug abuse violations.
  3. Every employee who works on the proposed subgrant agreement will:
    - i. receive a copy of the company's drug-free workplace policy statement; and,
    - ii. agree to abide by the terms of the company's statement as a condition of employment on the subgrant agreement.
  4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the

Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- j. Sweatfree Code of Conduct:
  - 1. All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this subgrant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code § 6108.
  - 2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
  - 1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
  - 2. The Subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.
- l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient 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 § 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.
- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code

§ 10295.3.

o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
4. Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws

and will remain in compliance for the duration of the award of federal financial assistance:

- i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

## Exhibit B

### Intellectual Property Provisions

#### Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

## Exhibit C

### Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications,

program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
  1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data,



the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:
  - 1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information



shall not be retained for more than three years after a client completes services.

2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
  3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
  4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
  5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE PASS-THROUGH ENTITY:

Name: Michael Greenlow  
Title: Section Manager  
Address: P.O. Box 826880, MIC 50  
Sacramento, CA 94280-0001  
Telephone: (916) 654-9699  
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name: Tracey Belton  
Title: Interim Director  
Telephone: (831) 630-5146  
Fax: (831) 637-2910





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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 7.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Harry Mavrogenes**

**AGENDA ITEM PREPARER: Deems Katada**

**SBC DEPT FILE NUMBER: 790**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY- H. MAVROGENES**

Approval of Final Map for TSM 16-99, Tract No. 338, commonly known as Nguyen Subdivision located at the east side of Rosebud Avenue.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

TSM 16-99 (Tract No. 338) commonly known as Nguyen Subdivision located at the east side of Rosebud Avenue, was conditionally approved by the Planning Commission on September 21, 2016. The final map had passed the two(2) years original expiration date, but Planning staff determined that by virtue of Tentative Map Automatic State Extensions, the Tentative Map new expiry date is September 21, 2020.

Section 23.09.008 of the San Benito County Code requires that a Final Map be submitted to the Board of Supervisors for approval after it has been approved by the County Engineer for complying with the approved or conditionally approved Tentative Map. The County Engineer and the Director of Planning have confirmed that the applicant has met the conditions of approval of the

tentative map, as reflected in the Notice of Decision, except for the final recordation of annexation into CSA #24 (Nguyen Annexation to CSA #24), which was already approved by your Board on March 5, 2019 and by LAFCO on May 9, 2019. The applicant had completed the required subdivision improvements. The Final Map is being submitted herewith for the Board's consideration. Following Board's approval, the Final Map will be recorded with the San Benito County Recorder's Office.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is recommended that the Board of Supervisors:

1. Approve the attached Final Map for TSM 16-99, Tract No. 338,
2. Accept on behalf of the public the offers of dedications for public uses in conformity with terms of the offer of dedication, subject to condition that the County of San Benito is not responsible or liable for any cost or expense of any offer accepted unless authorized by separate action of the Board of Supervisors,
3. The Clerk of the Board shall certify on the final map the action of the Board of Supervisors,
4. Authorize staff to record the Final Map.

**ADDITIONAL PERSONNEL:** No

**BOARD ACTION RESULTS:**

**ATTACHMENTS:**

Description	Upload Date	Type
Notice of Decision	7/26/2019	Other
Final Map- Bennett Ranch	7/26/2019	Other
Covenant Regarding Payment of CSA Fees	8/1/2019	Cover Memo



COUNTY OF SAN BENITO  
**RESOURCE MANAGEMENT AGENCY**  
PLANNING AND BUILDING INSPECTION SERVICES

2301 Technology Parkway  
Hollister, CA 95023-2513  
E-mail: [sbcplan@cosb.us](mailto:sbcplan@cosb.us)

Phone: (831) 637-5313  
Fax: (831) 636-4176

**NOTICE OF DECISION**

PERMIT NO.: Tentative Subdivision Map 16-99  
PUBLIC HEARING DATE: September 21, 2016  
APPLICANT: Son Nguyen  
OWNER: Nguyen-Tran Family Trust  
LOCATION: 1512 Santa Ana Road, Hollister  
APN: 019-18-0-045-0  
GENERAL PLAN: Residential Rural (RR)  
ZONING: Rural Residential (RR)

IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 479 SECTION 9 AND ORDINANCE 617 (COUNTY CODE §25.09.040 *ET SEQ.* AND §23.01.001 *ET SEQ.*) OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, TENTATIVE SUBDIVISION MAP 16-99, TO ESTABLISH 7 LOTS FOR RESIDENTIAL USE ON AN 8.63-ACRE SITE (ASSESSOR'S PARCEL 019-18-0-045-0), APPROVED BY THE PLANNING COMMISSION THE 21<sup>ST</sup> DAY OF SEPTEMBER 2016, SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL.

IMPORTANT NOTICE: Attention is called to the provisions of Section 51.2, Ordinance No. 479, which reads in part: "Any person aggrieved by any decision of the Planning Commission made under the provisions of this Ordinance may, within ten (10) days from the date of such decision appeal to the Board of Supervisors by written notice of appeal filed in duplicate with the County Clerk and shall set forth specifically wherein the Commission's findings were in error." Appeal forms can be obtained from the County Clerk's office, County Courthouse, Hollister.

**California Environmental Quality Act (CEQA) Findings**

**Finding 1:** The initial study for TSM 16-99 has been prepared in compliance with the provisions of the California Environmental Quality Act, the State CEQA Guidelines and the San Benito County Implementing Procedures for the California Environmental Quality Act.

*Evidence:* All provisions including both State and County environmental guidelines and policies for the preparation of an initial study have been followed. The environmental documents in the preparation of the initial study are filed in the project record located at the San Benito County Resource Management Agency in file number TSM 16-99.

**Finding 2:** The Planning Commission has considered the mitigated negative declaration together with all comments received from the public review process.

*Evidence:* The initial study and the staff report as well as verbal testimony was presented to the Planning Commission in preparation for, and during, the September 21, 2016, Planning Commission meeting.

**Finding 3:** The mitigated negative declaration reflects the independent judgment of the Planning Commission.

*Evidence:* County Resource Management Agency Planning staff prepared the initial study and the staff report, which were both reviewed by the Planning Commission. Based upon their review of the project information, the Planning Commission's decision reflects their independent evaluation and judgment of the project.

**Finding 4:** The Planning Commission has found that there is no substantial evidence that the proposed project will have a significant effect on the environment.

*Evidence:* The Planning Commission considered all the evidence, both written and oral, presented at the public hearing prior to deciding to adopt the mitigated negative declaration and the Mitigated Monitoring Program. The Planning Commission determined that the mitigation measures and the conditions of approval included in the staff report would reduce the impacts of the proposal to a less than significant level.

## Subdivision Findings

**Finding 1:** The proposed map is consistent with the General Plan and any applicable specific plan.

*Evidence:* The General Plan Land Use Element designates the subject property as Residential Rural (RR). This designation allows the intensity of development proposed by TSM 16-99 and permitted by the project site's zoning district of Rural Residential (RR). The Land Use Element describes the Residential Rural district as being intended "for large-lot rural residential homes within areas of the county that are generally unsuitable for productive agriculture because of existing small property sizes, multiple property owners, and proximity to other more intensive residential development," a description applying to the proposed project and its setting. No specific plan affects the subject property.

**Finding 2:** The design or improvements of the proposed subdivision is consistent with the General Plan and any applicable specific plan.

*Evidence:* The project is consistent with the General Plan in terms of use and density. The proposed project would provide road right-of-way and surface, connections to water service, septic systems, and other infrastructure in a manner compliant with General Plan policies, and the proposal is consistent with the surrounding area. Planning and Public Works staff of the County Resource Management Agency have analyzed the proposed subdivision and determined that the subdivision's design and improvements are consistent with General Plan policies and Subdivision Ordinance design standards provided compliance with conditions of approval, including recording the final map no earlier than the construction of the standard-design Rosebud Avenue connection to Santa Ana Road. No specific plan affects the subject property.

**Finding 3:** The site is physically suitable for the type of development.

*Evidence:* The proposed subdivision, as conditioned, meets all requirements for the RR zoning district and complies with General Plan policies and Subdivision Ordinance design standards regarding the development of lots within the RR district. Conditions of project approval include mitigation for environmental effects of development on the property, and all effects can either be mitigated to a less-than-significant level or can be considered insignificant.

**Finding 4:** The site is physically suitable for the density of development.

*Evidence:* The project as a whole proposes a density under the maximum defined for the site by the General Plan and Zoning Ordinance. The development proposed would resemble existing development in the neighborhood of the site. Adequate public services would be available, including utilities; provided compliance with conditions of approval, including recording the final map no earlier than the construction of the standard-design Rosebud Avenue connection to Santa Ana Road, transportation facilities would be considered adequately available. Areas of substantial environmental sensitivity are located away from the subject property. Any site constraints can be considered insignificant or can be treated as less than significant as a result of mitigation measures included as conditions of project approval.

**Finding 5:** The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

*Evidence:* The site is not within a specially designated wildlife habitat area. The project's initial study/mitigated negative declaration discusses the project's effect on wildlife habitat and determines the project would have an impact that is less than significant.

**Finding 6:** The design of the subdivision or the type of improvements is not likely to cause serious public health problems.

*Evidence:* Appropriate County departments analyzed the project for potential serious public health problems, and the Resource Management Agency and Planning Commission find each condition necessary to ensure the public health, safety, and general welfare of the County. Said conditions include mitigation measures, established by the TSM 16-99 initial study/mitigated negative declaration, that address air and water quality and vector hazard.

**Finding 7:** The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

*Evidence:* Easements for public access or use are generally required to be identified on tentative maps and to be maintained. An easement for access to a property not included in this project is noted on the tentative map, and conditions of approval include a requirement to preserve that access and prevent conflict with its use and purpose.

**Finding 8:** Subject to §66474.4 of the Government Code, the land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965.

*Evidence:* The property is not currently subject to a Land Conservation Act (Williamson Act) contract. The site does not meet the Government Code §66474.4 criteria requiring denial of a tentative subdivision map.

**Finding 9:** Subject to §66474.6 of the Government Code, the discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by the Central Coast Regional Water Quality Control Board pursuant to Division 7 of the Water Code.

**Evidence:** *The proposed subdivision has been reviewed by the County Division of Environmental Health and has been found not to violate any existing requirements prescribed by the Central Coast Regional Water Quality Control Board. Use of a community sewer system is not proposed, with septic systems proposed for household sewage disposal and detention ponds on each proposed parcel for stormwater runoff.*

### Conditions of Approval

#### Planning:

1. **Indemnification:** APPLICANT shall defend, indemnify, and hold San Benito County, its agents, officers, and/or employees (hereinafter "COUNTY") free and harmless from any and all suits, fees, claims, demands, causes of action, proceedings (hereinafter collectively referred to as "Legal Action"), costs, losses, damages, liabilities and expenses (including, but not limited to, an award of attorneys' fees, expert witness fees, and court costs) incurred by COUNTY arising (directly or indirectly) or resulting from the review, processing, consideration, or approval of APPLICANT'S Project or action taken by COUNTY thereon, including Legal Actions based on the negligence of COUNTY. APPLICANT will reimburse COUNTY for any damages, costs, or fees awarded pursuant to any settlement, default judgment, or other judgment taken against the County, whether the result of Applicant's decision not to defend legal action or otherwise. COUNTY retains its discretion to direct counsel regarding whether to defend, settle, appeal, or take other action regarding any Legal Action. [Planning]
2. **Conditions of Approval:** Prior to or upon approval by the Planning Commission, Applicant shall sign the statement below certifying that Applicant is in agreement with all conditions of approval. [Planning]

*I certify that I understand and agree to comply with all Conditions of Approval imposed by the Planning Commission, or Board of Supervisors as applicable, on this Permit.*

Applicant Signature: \_\_\_\_\_

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

3. **Conformity to Zoning:** The development and use of the site shall conform substantially to the proposed site plan and Conditions of Approval as approved by the Planning Commission. Any increase, change, or modification in the nature or intensity of the land use on the site shall be subject to further Planning Commission review and approval. [Planning]
4. **Compliance Documentation:** Prior to obtaining a building permit or approval of any administrative or conditional use permit, the individual applicants shall submit a summary response in writing to these conditions of approval documenting compliance with each condition, including dates of compliance and referencing documents or other evidence of compliance. [Planning, Public Works]
5. **Assessment:** Prior to recordation of the subdivision map, the applicant shall pay applicable security for taxes and special assessments as required by Sections 66492, 66493, and 66494 of the Subdivision Map Act; this includes prepayment of taxes for the current year the final subdivision map is recorded. [Planning, Assessor]
6. **Recordation:** The applicant shall submit a subdivision map to the County and the subdivision map shall be approved by the County Resource Management Agency and recorded with the County Recorder. The tentative subdivision map shall expire two (2) years after the Planning Commission approval date, unless extended as provided by the Subdivision Map Act and the County Subdivision Ordinance. Failure to record a subdivision map within the period of approval or a period of extension shall terminate all subdivision proceedings. [Public Works, Planning]
7. **Easements:** The subdivision map shall show all easements for access, utilities, and drainage. All future development shall maintain a ten (10) foot setback from the noted easements. [Public Works, Planning]
8. **Notice of Determination (Fish & Wildlife Fees):** The applicant/developer/owner shall file the Notice of Determination, provided by the County Resource Management Agency, with the County Clerk within five (5) days of approval of the tentative subdivision map. The State Department of Fish and Wildlife fee (\$2,210.25 as of January 1, 2016, per Fish & Game Code §711.4(d)) shall be submitted with the filing. A copy of the filed notice shall be submitted to the County Resource Management Agency. Should the Notice not be filed and the fee not paid within five (5) days, the application is subject to action described in Public Resource Code §21167 and the project is not operative, vested, or final until the Notice is filed and the fee is paid (Public Resources Code §21089(b)). [Planning, California Department of Fish and Wildlife]



9. **Habitat Conservation Plan Impact Fees:** In accordance with County Ordinance 541, which sets fees for the habitat conservation plan financing and kit fox protection measures, the applicant shall contribute, prior to recordation of the subdivision map, a habitat conservation plan mitigation fee of \$1,650 (\$150 to \$300 per parcel). [Planning]
10. **Conditions of Approval, Easements, and Restrictions:** Prior to recordation of the subdivision map all unmet conditions of approval, mitigation measures, easements, and restrictions shall be noted on a separate sheet(s) and recorded with the subdivision map. [Planning]
11. **Construction Hours:** As required by County Ordinance 667, construction shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Saturday. No construction activities shall be allowed on Sundays and holidays. [Planning]
12. **Parkland Dedication:** Pursuant to County Code §23.15.008 (Dedication of Parkland), the subdivider shall be required to dedicate land, pay a fee in lieu thereof or a combination of both, at the option of the County, for park and recreational purposes. [Planning, Public Works]
13. **Mitigation Monitoring:** Prior to the recordation of the parcel map, the applicant/owner, County Counsel and the County Resource Management Agency Director shall agree to and sign the Mitigation Monitoring Program form(s). [Planning]
14. **Exterior Lighting:** All exterior lighting for new development shall be unobtrusive, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. All fixtures shall comply with County Ordinance 748 (along with the requirements of Zone II regulations set within Ordinance 748). [Planning]
15. **Cultural Resources:** If, at anytime in the preparation for or process of excavation or otherwise disturbing the ground, discovery occurs of any human remains of any age, or any significant artifact or other evidence of an archeological site, the applicant or builder shall:
  - a. Cease and desist from further excavation and disturbances within two hundred feet of the discovery or in any nearby area reasonably suspected to overlie adjacent remains.
  - b. Arrange for staking completely around the area of discovery by visible stakes no more than ten feet apart, forming a circle having a radius of not less than one hundred feet from the point of discovery; provided, however, that such staking need not take place on adjoining property unless the owner of the adjoining property authorizes such staking. Said staking shall not include flags or other devices which may attract vandals.
  - c. Notify the Sheriff-Coroner of the discovery if human and/or questionable remains have been discovered. The Resource Management Agency Director shall also be notified.
  - d. Subject to the legal process, grant all duly authorized representatives of the Coroner and the Resource Management Agency Director permission to enter onto the property and to take all actions consistent with Chapter 19.05 of the San Benito County Code and consistent with §7050.5 of the Health and Human Safety Code and Chapter 10 (commencing with §27460) of Part 3 of Division 2 of Title 3 of the Government Code. [Planning]
16. **Water Treatment:** Use of on-site regenerating water softeners shall be prohibited, while off-site regeneration softening systems may be used subject to the approval of the San Benito County Water District.

**Public Works:**

17. **Road Dedication:** Prior to recordation of the final subdivision map, the applicant shall make the following irrevocable offers of dedication to San Benito County and the public for public use per County Code §23.15.002:
  - a. The balance of road right-of-way (ROW) to make Rosebud Avenue a full 60-foot right-of-way along the subject property's whole frontage per County Code Chapter §23.29 (Road Standards).
  - b. 30-foot right-of-way along the eastern side of Lot 7 serving Assessor's Parcel 019-18-0-044-0.
18. **Road Improvements:** Prior to recordation of the final subdivision map, the applicant shall bond for or make the following roadway improvement per County Code Chapter 23.17:
  - a. For the subject property's entire frontage along Rosebud Avenue, widen and improve Rosebud Avenue to complete the balance of 40-foot total curb-to-curb width asphaltic concrete pavement on a 42-feet roadbed including but not limited to curb, gutter, sidewalk, street lights, and street trees.
19. **Improvement Plan:** Prior to issuance of building permit or any permit related to the development of the proposed project, the applicant shall be required to submit an Improvement Plan prepared by a licensed Engineer to County Resource Management Agency Public Works staff for review and approval.
  - a. Prior to the recordation of the final map or before release of the alternate bond, one set of "as-built" improvement plans on a suitable reproducible media shall be prepared by the applicant's engineer and delivered to County Resource Management Agency Public Works staff. [Public Works]
20. **Storm Drainage Easements:** Individual retention/detention ponds shall be reflected as storm drainage easements (SDE) on the final subdivision map, which shall include a note that states the following: "SDEs shall be kept clear of buildings and structures of any kind and shall be maintained by owner(s) and his/her successor(s) of interest."

## **21. Utilities:**

- a. As part of submission of the Improvement Plan for this project, the applicant shall include utility plans and have them approved by each corresponding utility companies when applicable, which includes but is not necessarily limited to sanitary sewer, water, natural gas, electricity, telephone, and cable telecommunications, and shall furnish copies said approved plans to County Resource Management Agency Public Works staff for concurrence. Said plans shall be part of the final or approved Improvement Plan.
- b. All proposed utilities within the project site and along peripheral streets shall be placed underground except those facilities exempted by Public Utilities Commission regulations (County Code §23.17.003(F)). All necessary utilities shall be installed along with the development or improvement of the proposed project. [Public Works]

**22. Homeowners' Association:** In accordance with County Code §23.25.007, a homeowners' association (as defined in County Code §23.01.004), duly incorporated under the laws of the State of California, shall be formed for this subdivision. The covenants and restrictions for the subdivision shall provide for its formation and operation and delineate the rights and obligations of the association, its directors', and its members (which must include the right of the association, through its members, to levy assessments that are a legal obligation of members and a lien on subdivided property owned by members of the association). The homeowners association shall be activated at or before the time of approval of the final or parcel map, for the purpose of street lighting, street sweeping, road maintenance, storm drainage, landscaping maintenance and other services directly related to the subdivision. An applicant may propose another option to developing a homeowners association. If so, the applicant's request shall be brought before the Board of Supervisors, reviewed and approved prior to or during approval of the final subdivision map, and any approved alternative shall be activated at or before the time of approval of the final map by the Board of Supervisors. The proposed subdivision may join or annex to an existing homeowners' association or County Service Area(s) for road maintenance purposes subject to approval by the Board of Supervisors and LAFCO for annexation into a CSA. A funding mechanism shall be established by applicant prior to issuance of the final map in an amount to be determined by County to fund any CSA. [Public Works]

**23. Encroachment Permit:** Pursuant to §19.27.004 of the County Code, the applicant shall obtain a Public Works Encroachment Permit for any work being performed within the County right-of-way or any road offered for dedication to the County prior to commencement of any improvements associated with this project. [Public Works]

**24. Improvements Warranty Security:** In accordance with County Code §23.17.009, upon completion of required improvements, the applicant shall provide warranty security in the amount not less than 10 percent of the estimated cost of construction of the improvements to guarantee the improvements against any defective work or labor done or defective materials used in the construction or installation of the improvements throughout the warranty period which shall be the period of one year following completion and acceptance of the improvements. [Public Works]

## **Environmental Health:**

**25. Septic System Soils Suitability:** The County may require owners of lots created by the subdivision to verify soils suitability upon application for installation of septic systems. [Environmental Health]

## **County Fire:**

**26. Fire:** Prior to final approval of occupancy, any and all development on the project property shall meet the standards set forth in the latest adopted editions of the California Fire Code, California Building Code, related County Ordinances, Chapter 23.27 of the San Benito County Code, and any other related State and Federal codes as the apply to a project of this type and size. [Fire]

## **Sunnyslope County Water District:**

**27. Water Service Agreement:** The applicant shall enter into a water service agreement with Sunnyslope County Water District to specify terms and conditions for water service. [Sunnyslope County Water District]

## **Mitigation Measures:**

**28. Dust Control:** The applicant shall observe the following requirements during such grading activities when applicable:

- a. All graded areas shall be watered at least twice daily. If dust is not adequately controlled, then a more frequent watering schedule shall be incorporated. Frequency shall be based on the type of operation, soil, and wind exposure.
- b. All grading activities during periods of high wind, over 15 mph, are prohibited.
- c. Chemical soil stabilizers shall be applied to inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).
- d. Nontoxic binders (e.g., latex acrylic copolymer) shall be applied to exposed areas after cut-and-fill operations.
- e. Haul trucks shall maintain at least two feet of freeboard.
- f. All trucks hauling dirt, sand, or loose materials shall be covered.



- g. Inactive storage piles shall be covered.
- h. Wheel washers shall be installed at the entrance to construction sites for all exiting trucks.
- i. Streets shall be swept if visible soil material is carried out from the construction site.
- j. A publicly visible sign shall be posted that includes the telephone number and person to contact regarding dust complaints. The phone number of the Monterey Bay Unified Air Pollution Control District shall be included on the sign to ensure compliance with Rule 402 (Nuisance). [Mitigation Measure 1 (Air Quality)]

**29. Geotechnical Engineering:**

- a. The applicant shall submit engineered improvement plans for this project that comply with the recommendations of the geotechnical investigation with the file number SB11007, dated April 2016, prepared for this property by Haro, Kasunich & Associates, Inc., and on file at the San Benito County Resource Management Agency.
- b. Prior to recordation of the final subdivision map, a complete compilation of test reports along with a letter from the soils/geotechnical engineer attesting compliance with requirements and recommendations of the soil investigation report shall be submitted to County Resource Management Agency Public Works staff upon completion of site improvements.
- c. A note shall be placed on the final subdivision map to this effect. [Mitigation Measure 2 (Geology and Soil), Public Works]

**30. Drainage:**

- a. As part of the submission of engineered improvement plans for this project, the applicant shall comply with County Drainage Standards and therefore shall provide storm drainage system capable of collecting and conveying runoff generated by the proposed project for a 100-year flood. The storm drain system shall provide for the protection of abutting and off-site properties that could be adversely affected by any increase in runoff attributed to the proposed subdivision. Included in this will be drainage calculations and full construction details for the proposed individual retention/detention ponds. All drainage improvements shall be installed or bonded for prior to recordation of the final subdivision map.
- b. Prior to start of grading/construction activities, a Stormwater Pollution Prevention Plan (SWPPP) prepared by a certified Qualified SWPPP Practitioner (QSP) or Qualified SWPPP Developer (QSD) shall be submitted to County Public Works Department. A QSD/QSP shall be retained for the duration of the construction and shall be responsible to coordinate and comply with requirements by the Regional Water Quality Control Board, to file a Notice of Intent (per Construction General Permit Order No. 2009-0009-DWQ as amended by 2010-0014 DWQ), and to monitor the project as to compliance with requirements until its completion. [Mitigation Measure 3 (Hydrology and Water Quality), Public Works]

**31. Map Recording After Road Extension:** The final subdivision map resulting from Tentative Subdivision Map 16-99 shall occur at no time earlier than the completion and County acceptance of road improvements composed of extensions to Rosebud Avenue and Gardenia Lane as proposed for Assessor's Parcel 019-18-0-046-0 by Tentative Subdivision Map 16-95, a six-lot subdivision approved by the County on June 15, 2016. [Mitigation Measure 4 (Transportation/Traffic)]

**32. Vector Control:** The applicant or subsequent property owner/developer shall employ measures to prevent the spread of vector-borne diseases. Prior to recordation of the final subdivision map and upon completion of the proposed detention pond's construction, the applicant or subsequent property owner shall schedule an inspection with the Office of the Agricultural Commissioner to verify the detention pond's use of vector control measures. [Mitigation Measure 5 (Utilities and Service Systems)]

**Planning Commission:**

**33. Affordable Housing:** Applicant shall pay \$4,500 per lot for an affordable housing fee as volunteered at the Planning Commission.



Michael Kelly  
Associate Planner  
County of San Benito

STATEMENT OF OWNERS

We hereby state that we are the owners of, or have some right, title, or interest in and to the real property included within the subdivision shown upon the herein map, and that we are the only persons whose consent is necessary to pass a clear title to said real property, and that we hereby consent to the preparation and filing of said map and subdivision as shown within the distinctive boundary line.

The real property described below is dedicated in fee for public purposes:  
We hereby irrevocably dedicate to the public for public use and offer to dedicate to the County of San Benito all streets and portions of streets not heretofore existing and designated as Rosebud Avenue and an unnamed alley as shown on this map; said dedications and offers of dedication are for any and all public uses under, upon, and over said streets and portions thereof.

The real property described below is dedicated as an easement for public purposes:  
We hereby irrevocably dedicate to the public for public use and offer to dedicate to the County of San Benito easements for any and all public service purposes including sidewalks, poles, wires, conduits for storm drainage, sanitary sewer, water, gas, electric, telephone and telephone facilities, soundwalls, public utilities and appurtenances to the above under, on or over those certain areas designated as P.U.E. (public utility easement). The aforementioned public utility easement shall remain open and free from buildings and structures of any kind except public utility structures and their appurtenances, drainage structures and lawful fences.

We also hereby irrevocably dedicate to the public for public use and offer to dedicate to the County of San Benito storm drainage easements in, under, over, upon and across those certain strips of land delineated and designated as D.E. (drainage easement) as shown on this map.

We also hereby reserve Storm Drainage Easements (S.D.E.) for the benefit of Lots 1 thru 6 as shown hereon; said Storm Drainage Easements shall constitute deed restrictions that require the Storm Drainage Easements to be kept clear of buildings and structures of any kind and shall be maintained by the Owner(s) of Lots 1 thru 6 and their successor(s) in interest.

OWNERS: Son Nguyen and Tuyet Tran Co-Trustees of the Nguyen/Tran Family Trust dated 6/02/2004

Son Nguyen  
Co-Trustee of the Nguyen/Tran  
Family Trust dated 06/02/2004  
Tuyet Tran  
Co-Trustee of the Nguyen/Tran  
Family Trust dated 06/02/2004

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California  
COUNTY OF San Benito  
On July 22, 2019, before me, Renee C. Perales, Notary Public  
personally appeared Son Nguyen & Tuyet Tran  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand.  
Renee C. Perales, Notary Public  
Printed Name: Renee C. Perales  
Principal County of Business: San Benito  
Commission Expires: November 29, 2020 Commission No. 2263978

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On \_\_\_\_\_, before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand.  
\_\_\_\_\_, Notary Public  
Printed Name: \_\_\_\_\_  
Principal County of Business: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Tract No. 338  
NGUYEN SUBDIVISION

A SUBDIVISION IN THE UNINCORPORATED TERRITORY  
OF THE COUNTY OF SAN BENITO  
IN THE STATE OF CALIFORNIA  
BEING A DIVISION OF PARCEL 2  
BOOK 7 OF PARCEL MAPS, PAGE 53  
JANUARY, 2019 SCALE: AS INDICATED  
SAN BENITO ENGINEERING & SURVEYING, INC.  
502 MONTEREY STREET  
HOLLISTER, CALIFORNIA 95023  
(831) 637 - 2763

SIGNATURE OMISSIONS

The signatures of the following present owners of easements have been omitted in accordance with Section 66436 (a)(3)(A) of the Subdivision Map Act as their interest are such that they cannot ripen into a fee title and said signatures are not required by the governing body:

- Sunnyslope County Water District - An easement to construct, install, repair, and maintain an underground water transmission pipeline recorded September 20, 1967, in Volume 330 of Official Records, page 336, San Benito County Records.
- Peter M. Bourdet and Alvin C. Bourdet - A non-exclusive easement for road and utility purposes, recorded December 13, 1973, in Volume 387 of Official Records, page 143, San Benito County Records.
- Steve Valdez and Barbara Valdez - A non-exclusive easement for road and utility purposes, recorded April 22, 1988, as Instrument No. 1988-002828, San Benito County Records.

STATEMENT OF THE CLERK OF THE BOARD OF SUPERVISORS

I, \_\_\_\_\_, Clerk of the Board of Supervisors of San Benito County, hereby state that the Board approved the within map on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and on behalf of the County of San Benito, the following offers of dedication shown on the within map, on behalf of the public are accepted or rejected as indicated below by circling the action that applies for each dedication

Dedication:	Accepted, or Rejected, or Accepted subject to Improvements		
Rosebud Avenue for widening in fee (street)	Accepted	Rejected	Accepted subject to Improvements
Unnamed alley in fee (street)	Accepted	Rejected	Accepted subject to Improvements
Public Utility Easement (PUE)	Accepted	Rejected	Accepted subject to Improvements
Drainage Easement	Accepted	Rejected	Accepted subject to Improvements

for public use in conformity with terms of the offer of dedication, subject to condition that the County of San Benito is not responsible or liable for any cost or expense of any offer accepted unless authorized by separate action of the Board of Supervisors. (If no choice is circled then it is rejected)

Date: \_\_\_\_\_  
County Clerk and Ex Officio Clerk of the Board of Supervisors  
of the County of San Benito  
of the State of California

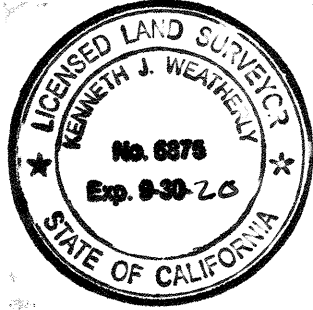
STATEMENT OF THE PLANNING COMMISSION

I hereby state that the tentative map for the Final map shown hereon was conditionally approved on September 21, 2016, by the Planning Commission of the County of San Benito, California, and that the map shown hereon substantially conforms to the approved tentative subdivision map.

Date \_\_\_\_\_  
Harry Mavrogenes, Secretary of the Planning Commission

STATEMENT OF THE SURVEYOR

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Son Nguyen in September, 2016. I hereby state that all the monuments are of the character and occupy the positions indicated or that they will be set in those positions within 90 days of the recording of this map, and that the monuments are, or will be, sufficient to enable the survey to be retraced, and that this final map substantially conforms to the conditionally approved tentative map.



Kenneth J. Weatherly  
P.L.S. 6875  
Expiration Date 09/30/2020  
Date 7/23/19

STATEMENT OF THE COUNTY SURVEYOR

I state that I have examined the Final Map of Tract No. 338, the Nguyen Subdivision, as shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof, all provisions of Chapter 2 of the Subdivision Map Act and of any local ordinances applicable at the time of approval of the tentative map have been complied with, and that I am satisfied that the map is technically correct.

George Marchenko - Interim County Surveyor  
P.L.S. 6964  
Date

STATEMENT OF THE COUNTY ENGINEER

I hereby state that I have examined this map, that the subdivision shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof, that all provisions of Chapter 2 of the Subdivision Map Act and of any local ordinances applicable at the time of approval of the tentative map have been complied with.

Deems Katada - Interim County Engineer  
R.C.E. 80613  
Expiration Date 03/31/2021  
Date

STATEMENT OF THE COUNTY RECORDER

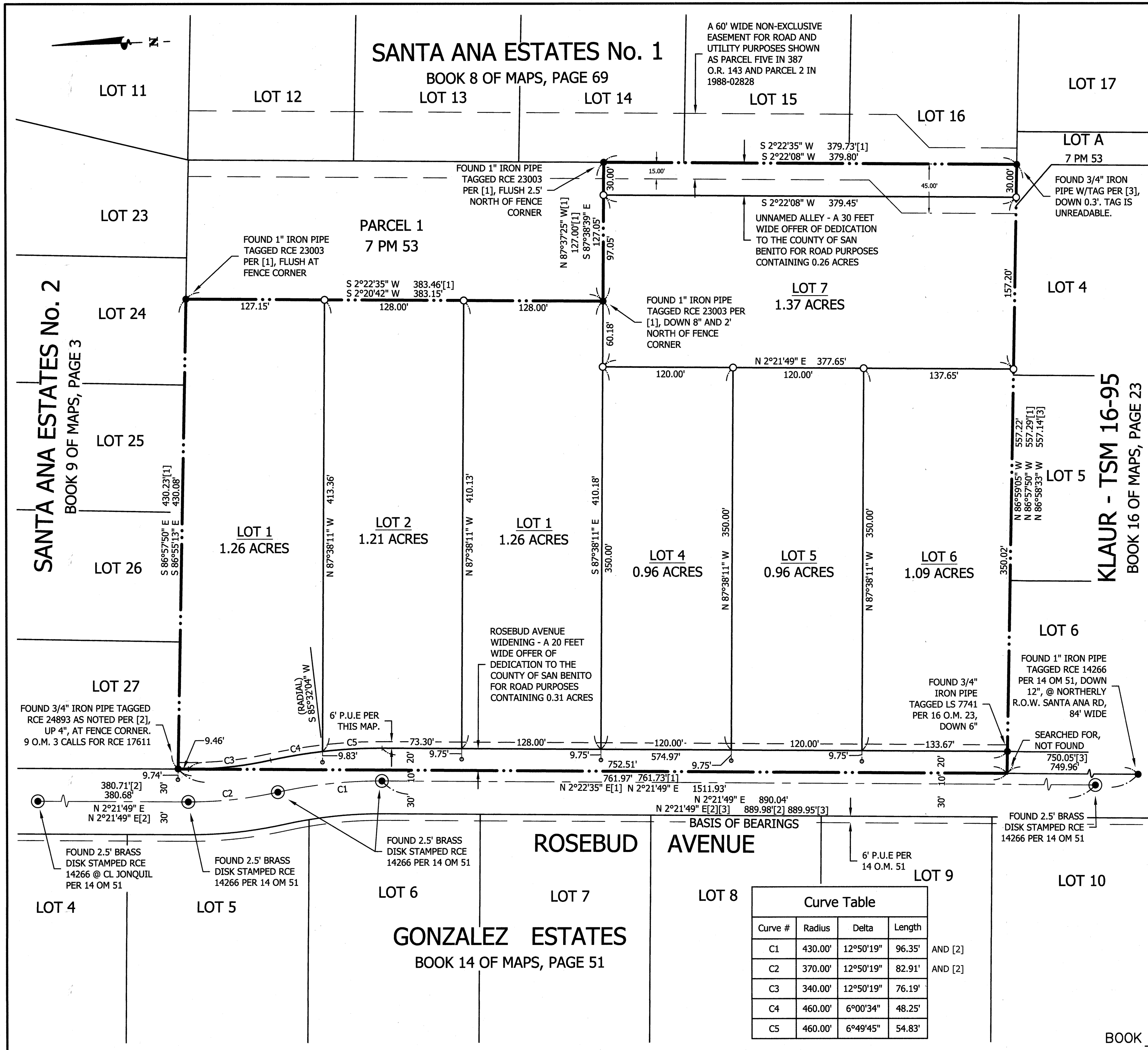
Filed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
at \_\_\_\_\_ minutes past \_\_\_\_\_ M., in Book \_\_\_\_\_ of Maps at Page \_\_\_\_\_, at the  
request of San Benito Engineering & Surveying, Inc.

Joe Paul Gonzalez, County Recorder

By:

Deputy

BOOK \_\_\_\_\_ OF MAPS, PAGE \_\_\_\_\_



**BASIS OF BEARINGS:**  
THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE CENTERLINE OF ROSEBUD AVENUE AS FOUND MONUMENTED AND RECORDED AS S. 02°21'49" W. IN BOOK 14 OF MAPS, PAGE 51, SAN BENITO COUNTY RECORDS.

**LEGEND:**

- DENOTES SET 1" IRON PIPE TAGGED PLS 6875
- DENOTES SET 1.25" BRASS DISK STAMPED PLS 6875
- DENOTES FOUND MONUMENT AS NOTED.
- [1] DENOTES RECORD DATA PER BOOK 7 OF PARCEL MAPS, PAGE 53, SAN BENITO COUNTY RECORDS.
- [2] DENOTES RECORD DATA PER BOOK 14 OF MAPS, PAGE 51, SAN BENITO COUNTY RECORDS.
- [3] DENOTES RECORD DATA PER BOOK 16 OF MAPS, PAGE 23, SAN BENITO COUNTY RECORDS

--- DENOTES THE BOUNDARY OF THE SUBJECT PROPERTY  
--- DENOTES NEW LOT LINE  
--- DENOTES EXISTING PROPERTY LINE  
--- DENOTES CENTERLINE  
--- DENOTES EASEMENT LINE

FRONT CORNERS WILL BE REFERENCED BY A 1.25" BRASS DISK STAMPED PLS 6875 SET IN THE TOP OF THE CURB AT THE PROJECTION OF THE LOT LINE EXCEPT AS OTHERWISE NOTED

ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.

ALL FUTURE DEVELOPMENT SHALL MAINTAIN A 10 FOOT SETBACK FROM NOTED EASEMENTS

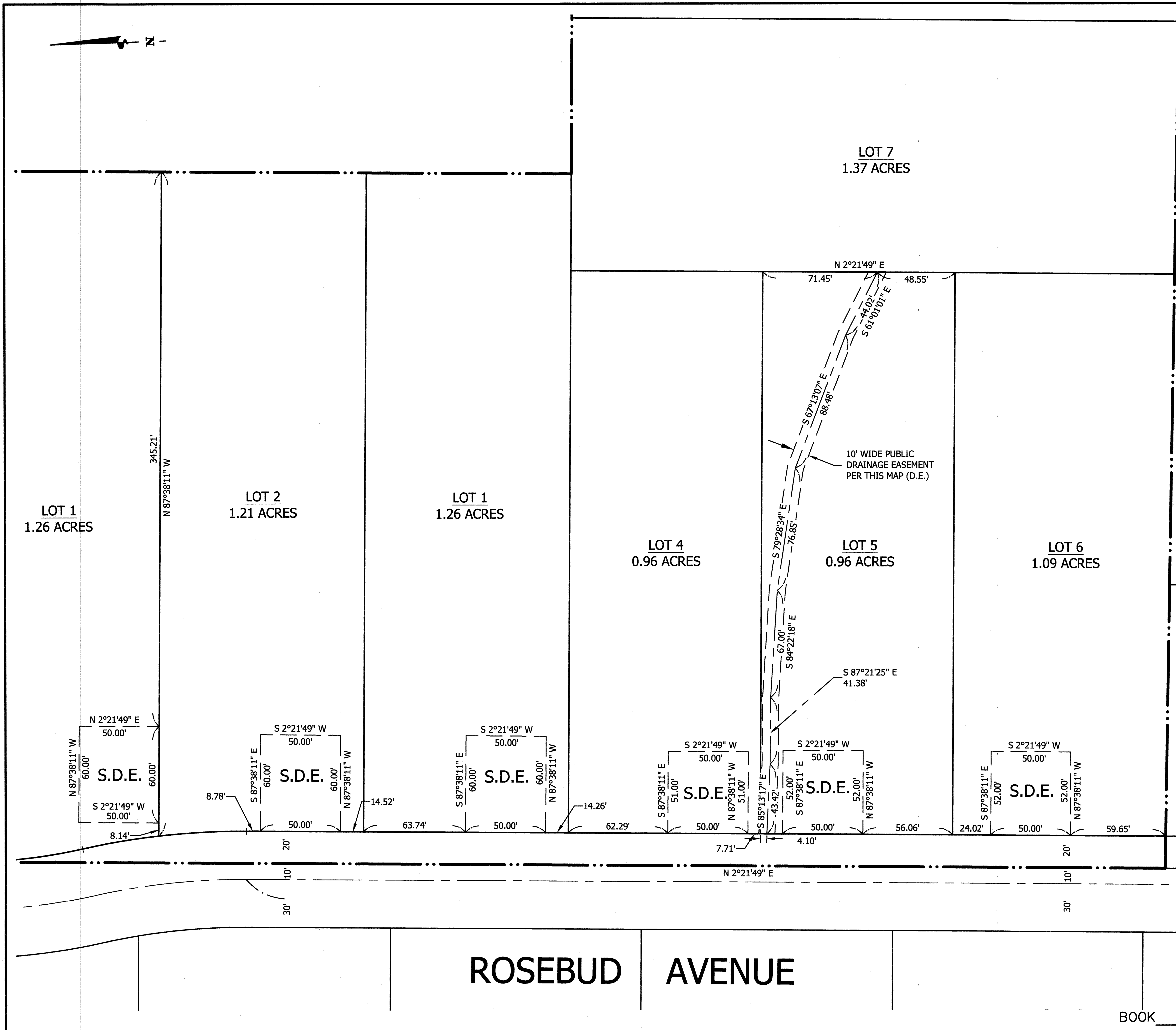
**EASEMENTS:**

- AN EASEMENT FOR UNDERGROUND WATER PIPELINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 20, 1967 AS BOOK 330, PAGE 336 OF OFFICIAL RECORDS. THIS EASEMENT SHOWS ON THE TITLE REPORT, BUT DOES NOT APPEAR TO AFFECT THE SUBJECT PROPERTY
- AN EASEMENT FOR ROAD AND UTILITY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 13, 1973 AS BOOK 387, PAGE 143 OF OFFICIAL RECORDS.
- AN EASEMENT FOR ROAD AND PUBLIC UTILITY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 22, 1988 AS INSTRUMENT NO. 1988-02828 OF OFFICIAL RECORDS.

**NOTES:**

- A GEOTECHNICAL STUDY PREPARED BY HARO, KASUNICH AND ASSOCIATES, INC., PROJECT NO. SB11007 DATED APRIL 19, 2016 IS ON FILE AT THE SAN BENITO COUNTY RESOURCE MANAGEMENT AGENCY. PRIOR TO RECORDATION OF THE FINAL MAP, A COMPLETE COMPILATION OF TEST REPORTS ALONG WITH A LETTER FROM THE SOILS/GEOTECHNICAL ENGINEER ATTESTING TO COMPLIANCE WITH REQUIREMENTS OF THE SOIL INVESTIGATION REPORT SHALL BE SUBMITTED TO COUNTY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS STAFF UPON COMPLETION OF SITE IMPROVEMENTS.
- STORM DRAINAGE EASEMENTS (S.D.E.) SHALL BE KEPT CLEAR OF BUILDINGS AND STRUCTURES OF ANY KIND AND SHALL BE MAINTAINED BY THE OWNER(S) AND THEIR SUCCESSOR(S) IN INTEREST.

Tract No. 338  
**NGUYEN SUBDIVISION**  
A SUBDIVISION IN THE UNINCORPORATED TERRITORY  
OF THE COUNTY OF SAN BENITO  
IN THE STATE OF CALIFORNIA  
**BEING A DIVISION OF PARCEL 2**  
BOOK 7 OF PARCEL MAPS, PAGE 53  
JANUARY, 2019 SCALE: 1" = 60'  
SAN BENITO ENGINEERING & SURVEYING, INC.  
502 MONTEREY STREET  
HOLLISTER, CALIFORNIA 95023  
(831) 637 - 2763



#### BASIS OF BEARINGS:

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- DENOTES EXISTING PROPERTY LINE
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## Tract No. 338 NGUYEN SUBDIVISION

A SUBDIVISION IN THE UNINCORPORATED TERRITORY  
OF THE COUNTY OF SAN BENITO  
IN THE STATE OF CALIFORNIA  
BEING A DIVISION OF PARCEL 2  
BOOK 7 OF PARCEL MAPS, PAGE 53  
JANUARY, 2019 SCALE: 1" = 40'  
SAN BENITO ENGINEERING & SURVEYING, INC.  
502 MONTEREY STREET  
HOLLISTER, CALIFORNIA 95023  
(831) 637 - 2763

BOOK \_\_\_\_ OF MAPS, PAGE \_\_\_\_

JOB NO. 115024  
DRAWING NO. 115024FM  
SHEET 3 OF 4 SHEETS



UN-MET CONDITIONS OF APPROVAL:

Planning:  
14. Exterior Lighting: All exterior lighting for new development shall be unobtrusive, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. All fixtures shall comply with County Ordinance 748 (along with the requirements of Zone II regulations set within Ordinance 748). [Planning]  
15. Cultural Resources: If, at any time in the preparation for or process of excavation or otherwise disturbing the ground, discovery occurs of any human remains of any age, or any significant artifact or other evidence of an archeological site, the applicant or builder shall:  
a. Cease and desist from further excavation and disturbances within two hundred feet of the discovery or in any nearby area reasonably suspected to overlie adjacent remains.  
b. Arrange for staking completely around the area of discovery by visible stakes no more than ten feet apart, forming a circle having a radius of not less than one hundred feet from the point of discovery; provided, however, that such staking need not take place on adjoining property unless the owner of the adjoining property authorizes such staking. Said staking shall not include flags or other devices which may attract vandals.  
c. Notify the Sheriff-Coroner of the discovery if human and/or questionable remains have been discovered. The Resource Management Agency Director shall also be notified.  
d. Subject to the legal process, grant all duly authorized representatives of the Coroner and the Resource Management Agency Director permission to enter onto the property and to take all actions consistent with Chapter 19.05 of the San Benito County Code and consistent with §7050.5 of the Health and Human Safety Code and Chapter 10 (commencing with §27460) of Part 3 of Division 2 of Title 3 of the Government Code. [Planning]  
16. Water Treatment: Use of on-site regenerating water softeners shall be prohibited, while off-site regeneration softening systems may be used subject to the approval of the San Benito County Water District.

Environmental Health:

25. Septic System Soils Suitability: The County may require owners of lots created by the subdivision to verify soils suitability upon application for installation of septic systems. [Environmental Health]

County Fire :  
26. Fire: Prior to final approval of occupancy, any and all development on the project property shall meet the standards set forth in the latest adopted editions of the California Fire Code, California Building Code, related County Ordinances, Chapter 23.27 of the San Benito County Code, and any other related State and Federal codes as the apply to a project of this type and size. [Fire]  
Sunnyslope County Water District:

Mitigation Measures:  
28. Dust Control: The applicant shall observe the following requirements during such grading activities when applicable:  
a. All graded areas shall be watered at least twice daily. If dust is not adequately controlled, then a more frequent watering schedule shall be incorporated. Frequency shall be based on the type of operation, soil, and wind exposure.  
b. All grading activities during periods of high

wind, over 15 mph, are prohibited.  
c. Chemical soil stabilizers shall be applied to inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).  
d. Nontoxic binders (e.g., latex acrylic copolymer) shall be applied to exposed areas after cut-and-fill operations.  
e. Haul trucks shall maintain at least two feet of freeboard.  
f. All trucks hauling dirt, sand, or loose materials shall be covered.  
g. Inactive storage piles shall be covered.  
H. Wheel washers shall be installed at the entrance to construction sites for all exiting trucks.  
i. Streets shall be swept if visible soil material is carried out from the construction site.  
j. A publicly visible sign shall be posted that includes the telephone number and person to contact regarding dust complaints. The phone number of the Monterey Bay Unified Air Pollution Control District shall be included on the sign to ensure compliance with Rule 402 (Nuisance). [Mitigation Measure 1 (Air Quality)]  
29. Geotechnical Engineering:  
a. The applicant shall submit engineered improvement plans for this project that comply with the recommendations of the geotechnical investigation with the file number SB11007, dated April 2016, prepared for this property by Haro, Kasunich & Associates, Inc., and on file at the San Benito County Resource Management Agency.  
b. Prior to recordation of the final subdivision map, a complete compilation of test reports along with a letter from the soils/geotechnical engineer attesting compliance with requirements and recommendations of the soil investigation report shall be submitted to County Resource Management Agency Public Works staff upon completion of site improvements.  
c. A note shall be place on the final subdivision map to this effect. [Mitigation Measure 2 (Geology and Soil)], Public Works]  
32. Vector Control: The applicant or subsequent property owner/developer shall employ measures to prevent the spread of vector-borne diseases. Prior to recordation of the final subdivision map and upon completion of the proposed detention pond's construction, the applicant or subsequent property owner shall schedule an inspection with the Office of the Agricultural Commissioner to verify the detention pond's use of vector control measures. [Mitigation Measure 5 (Utilities and Service Systems)]

ADDITIONAL MAP SHEET:

THE ADDITIONAL INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

Tract No. 338  
NGUYEN SUBDIVISION  
A SUBDIVISION IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO IN THE STATE OF CALIFORNIA BEING A DIVISION OF PARCEL 2  
BOOK 7 OF PARCEL MAPS, PAGE 53  
JANUARY, 2019 SCALE: N/A  
SAN BENITO ENGINEERING & SURVEYING, INC.  
502 MONTEREY STREET  
HOLLISTER, CALIFORNIA 95023  
(831) 637 - 2763

RECORDING REQUESTED BY  
Clerk of the Board of Supervisors of  
San Benito County

AND WHEN RECORDED, RETURN TO:  
Clerk of the Board of Supervisors  
San Benito County  
481 Fourth Street, First Floor  
Hollister CA 95023

THIS SPACE RESERVED FOR RECORDER ONLY  
(Gov. Code § 27361.6)

---

**OWNER'S COVENANT AND AGREEMENT REGARDING  
PAYMENT OF CSA OR CFD FEES**

APN 019-18-0-045-0

---

**THIS COVENANT AND AGREEMENT** ("Covenant and Agreement") is made and entered by the undersigned owner ("Owner") as of August 6, 2019 with respect to the following recitals:

**RECITALS**

- A. WHEREAS, Owner owns a certain 8.63 acre parcel of real property located at 1512 Santa Ana Road, within the County of San Benito ("County"), identified as Assessor Parcel No. 019-18-0-045-0, and is more particularly described in Exhibit "A" ("Property"); and
- B. WHEREAS, the Owner submitted an application for a tentative subdivision map for subdivision of the Property into seven (7) lots ("Subdivided Lots") and said map (TSM 16-99) was approved by the Planning Commission of San Benito County on September 21, 2016 subject to conditions of approval ("Notice of Decision").
- C. WHEREAS, Condition No. 22 of the Notice of Decision requires the Owner to form an homeowners association for the purpose of street lighting, street sweeping, road maintenance, storm drainage, landscaping maintenance and other services directly related to the subdivision or annex to an existing homeowners' association or County Service Area, subject to approval by the Board of Supervisors and LAFCO, and establish a funding mechanism prior to issuance of the final map in an amount to be determined by County to fund any CSA; and

- D. WHEREAS, Owner chose to annex to CSA No. 24, annexation proceedings were initiated by resolution of the San Benito County Board of Supervisors to the San Benito County Local Agency Formation Commission (“LAFCO”);
- C. WHEREAS, LAFCO approved the annexation on May 9, 2019 and the Property has been annexed into CSA 24 to satisfy that part of Condition No. 22 in the Notice of Decision;
- C. WHEREAS, Owner desires to establish a funding mechanism to collect fees by and through the execution and recordation of this Covenant and Agreement to fund the Property’s share of CSA 24 costs and expenses; and
- D. WHEREAS, as a condition of issuance of the Final Map, Owner (i) agrees to be personally liable for an amount not to exceed Two Thousand One Hundred Sixteen and 52/100s Dollars (\$2,116.52) per year [\$302.36/Lot x 7 Subdivided Lots] until CSA or CFD fees have been approved by a two-thirds vote of the ownership of the Subdivided Lots, (ii) agrees to hold and successfully approve a Proposition 218 vote at the earliest possible time, but no later than sixty (60) days following issuance of the Final Map, to assess CSA or CFD fees against the Subdivided Lots following issuance of the Final Map, and (iii) agrees to retain ownership of the seven (7) Subdivided Lots until such a successful Prop 218 vote to assess CSA or CFD fees against the Subdivided Lots has taken place;
- E. WHEREAS, these obligations shall be covenants running with the land and pass to subsequent owners of the Subdivided Lots;

**NOW, THEREFORE,** the undersigned Owner agrees as follows:

- 1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant and Agreement as fully as if set forth verbatim herein.
- 2. **Covenants by Owner.**
  - 2.1 Upon the terms noted, Owner hereby consents and agrees to hold a successful Proposition 218 at the earliest possible time, but no later than sixty (60) days following issuance of the Final Map, to assess CSA or CFD fees against the Subdivided Lots.
  - 2.2 Owner hereby consents and agrees that until such time that CSA or CFD fees have been approved by a two-thirds vote of the ownership of the Subdivided Lots, Owner shall agree to be personally liable for an amount not to exceed Two Thousand One Hundred Sixteen and 52/100s Dollars (\$2,116.52) per year [\$302.36/Lot x 7 Subdivided Lots] to cover payment of the fees.



- 2.3 Until such time that a successful Proposition 218 vote to assess fees against the Subdivided Lots has taken place, Owner consents and agrees to retain ownership of the seven (7) Subdivided Lots.
3. **Binding Effect** To the extent allowed by law, this Agreement shall bind and inure to the benefit of the Owner and its respective successors, heirs and assigns, and shall be construed as a covenant and restriction which shall run with the land under and pursuant to California Civil Code section 1468, or its successor provision, if any.
4. **Recording**. This Covenant and Agreement shall be recorded forthwith in the office of the San Benito County Recorder by Owners with conformed copies provided to County Clerk and shall be referenced in any deed or other instruments conveying any interest in said Property or Subdivided Lots.
5. **General Provisions**.
- 5.1 **Exhibits**. The exhibits attached to this Agreement are incorporated by this reference.
- 5.2 **Heading and Titles**. The captions of the articles or sections of this Agreement are only to assist the parties in reading this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- 5.3 **Construction of Terms; Severability**. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of such invalidity, voidness or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.
- 5.4 **Controlling Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of San Benito, State of California.
- 5.5 **Entire Agreement**. This Agreement with its attached exhibits which are incorporated herein by this reference constitutes the entire agreement between the parties pertaining to the Premises and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert

that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

- 5.6 Amendments. No subsequent agreement, representation or promise made by any party hereto, or by or to an employee, officer, agent or representative of any party shall be of any effect unless it is in writing.
- 5.7 Counterparts and Execution. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original Agreement and all of which taken together shall constitute one (1) agreement, notwithstanding that all of the parties are not signatories to the original or to the same counterpart.

**IN WITNESS HEREOF**, the Owner has caused this Covenant and Agreement to be executed as of the 6<sup>th</sup> day of August, 2019, and the undersigned hereby certifies (i) to be the owner of Property described in the aforementioned Covenant and Agreement, (ii) the only party whose consent is necessary to pass title to said Property, and (iii) that it has consented to all of the terms, provisions and covenants contained herein.

**OWNER:**

Nguyen—Tran Family Trust, dated 6/02/2004

By: \_\_\_\_\_  
Son Nguyen, Co-Trustee

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

By: \_\_\_\_\_  
Tuyet Tran, Co-Trustee

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

## CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (name and title of officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (name and title of officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Exhibit “A”

Legal Description of Property



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

---

**Item Number: 8.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: SHERIFF'S DEPARTMENT**

**DEPT HEAD/DIRECTOR:** Darren Thompson, Sheriff-Coroner

**AGENDA ITEM PREPARER:** Kellie Kennedy

**SBC DEPT FILE NUMBER:** 110

**SUBJECT:**

**SHERIFF'S OFFICE - D. THOMPSON**

Approve Reciprocal Intrastate Transportation of Prisoners Services Agreement by and between County of Los Angeles and County of San Benito that shall be continuous until terminated by either party.

SBC FILE NUMBER: 110

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

For the past ten years the Sheriff's Office has contracted with Los Angeles County for intrastate prisoner transport provided by the Los Angeles County Sheriff's Office. Historically the County would pay Los Angeles, per prisoner, for mileage and meals averaging approximately \$1,000 per year. The agreement before you today does not have a payment factor but rather is a reciprocal agreement.

Both San Benito and Los Angeles have transportation teams that travel between counties in California dropping off and picking up inmates. Partnering will reduce the time and expense of

long haul transports. Both counties agree to provide reciprocal inmate transportation services to one another at no charge.

The term of this agreement is indefinite until terminated by either party upon sixty (60) calendar days written notice.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

n/a

**CURRENT FY COST:**

n/a

**STAFF RECOMMENDATION:**

1). Approve Reciprocal Intrastate Transportation of Prisoners Services Agreement by and between County of Los Angeles and County of San Benito that shall be continuous until terminated by either party; and

2). Authorize chair to sign

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
LA County Agreement	7/29/2019	Service Agreement



**RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS SERVICES  
AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND COUNTY OF SAN BENITO**

This Reciprocal Intrastate Transportation of Prisoners Services Agreement ("Agreement") is made and entered into by and between the County of Los Angeles and the County of San Benito for the performance of reciprocal intrastate prisoner transportation services.

**RECITALS**

- (a) Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of San Benito and the County of Los Angeles.
- (b) The County of San Benito is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of San Benito. The County of Los Angeles is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of Los Angeles. This process involves considerable cost to the parties.
- (c) The Los Angeles County Sheriff's Department operates a statewide prisoner transportation system with scheduled weekly trips throughout the State of California. The San Benito County Sheriff's Department operates a prisoner transportation system with trips between counties within the State of California.
- (d) The County of San Benito is desirous of contracting with the County of Los Angeles for the performance of prisoner transportation services by the Los Angeles County Sheriff's Department in or around the State of California, and in or around the County of San Benito. The Los Angeles County Sheriff's Department is willing, able, and desires to perform this service.
- (e) The County of Los Angeles is desirous of contracting with the County of San Benito for the performance of prisoner transportation services by the San Benito County Sheriff's Department between counties within the State of California. The San Benito County Sheriff's Department is willing, able, and desires to perform this service.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

## **1.0 AGREEMENT SERVICES**

- 1.1 The County of Los Angeles, through the Los Angeles County Sheriff's Department, and the County of San Benito, through the San Benito County Sheriff's Department, agree to provide reciprocal prisoner transportation services to one another at no charge for said services.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Los Angeles County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Los Angeles.
- 2.2 The rendition of the services performed by the San Benito County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of San Benito.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the other party shall be consulted and a mutual determination thereof shall be made by both the Sheriffs of the County of Los Angeles and the County of San Benito.
- 2.4 The County of San Benito shall not be called upon to assume any liability for the direct payment of the Los Angeles County Sheriff's Department salaries, wages, or other compensation to any Los Angeles County personnel performing services hereunder for said County of San Benito. Except as herein otherwise specified, the County of San Benito shall not be liable for compensation or indemnity to any County of Los Angeles employee or agent of the same for injury or sickness arising out of the performance of services under this Agreement.
- 2.5 The County of Los Angeles shall not be called upon to assume any liability for the direct payment of the San Benito County Sheriff's Department salaries, wages, or other compensation to any County of San Benito personnel performing services hereunder for said County of Los Angeles. Except as herein otherwise specified, the County of Los Angeles shall not be liable for compensation or indemnity to any County of San Benito employee or agent of the same for injury or sickness arising out of his/her performance of services under this Agreement.

- 2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angeles agrees that the Los Angeles County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 SCOPE OF SERVICES BY COUNTY OF LOS ANGELES**

- 3.1 The County of Los Angeles, upon request by the County of San Benito, will transport prisoners arrested and held by other law enforcement agencies within the State of California on the authority of warrants issued from the County of San Benito to a place mutually agreeable to the parties, either to the County of San Benito or to a place on the established statewide route of the Los Angeles County Sheriff's Department's Transportation Bureau.
- 3.2 Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Los Angeles County Sheriff's Department.
- 3.3 The County of San Benito, upon being notified that one of its prisoners is being held by another law enforcement agency within the State of California, and desiring that such prisoner be transported to the County of San Benito or the mutually agreed upon location by the County of Los Angeles, shall notify the Los Angeles County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System ("CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public, and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Los Angeles to the County of San Benito or location of mutual agreement.
- 3.4 The Los Angeles County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of San Benito requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the County of San Benito or location of mutual agreement.

- 3.5 The County of Los Angeles shall be responsible for the physical custody of County of San Benito prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Los Angeles County Sheriff's Department transportation personnel from the arresting law enforcement agency.
- 3.6 The County of Los Angeles hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled, or injured County of San Benito prisoner. Such mentally ill, sick, handicapped, disabled, or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Los Angeles County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well-being of the prisoner. The medical release form shall be provided to the Los Angeles County Sheriff's Department transportation personnel before the Los Angeles County Sheriff's Department will accept physical custody of the prisoner.
- 3.7 In the event that a well prisoner transported on behalf of the County of San Benito becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of San Benito by means of an invoice issued by and paid to the County of Los Angeles. The County of Los Angeles further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations en route to/from Los Angeles County. If the County of Los Angeles refuses to transport a prisoner, it shall immediately notify the requesting County of San Benito agency via CLETS of this fact, and the reason therefore.
- 3.8 The County of Los Angeles will only transport male prisoners sixteen (16) years or older.
- 3.9 The County of Los Angeles, upon accepting County of San Benito prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Los Angeles shall immediately notify, via CLETS, the County of San Benito requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

#### **4.0 SCOPE OF SERVICES BY COUNTY OF SAN BENITO**

- 4.1 The County of San Benito, upon request by the County of Los Angeles, will transport prisoners arrested and held by other law enforcement agencies within the State of California on the authority of warrants issued from the County of Los Angeles to a place mutually agreeable to the parties, either to the County of Los Angeles or to another agreed upon location.
- 4.2 Such prisoner transportation services provided by the San Benito County Sheriff's Department shall be provided according to the schedules established and maintained by San Benito County Sheriff's Department.
- 4.3 When the County of Los Angeles requires movement of prisoners between counties within the State of California, the County of Los Angeles shall notify the San Benito County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via CLETS requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public, and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of San Benito to an agreed upon location.
- 4.4 The San Benito County Sheriff's Department Transportation Bureau shall then send a return message via CLETS to the agency of the County of Los Angeles requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the agreed upon location.
- 4.5 The County of San Benito shall be responsible for the physical custody of County of Los Angeles prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the San Benito County Sheriff's Department transportation personnel from the arresting law enforcement agency.

- 4.6 The County of San Benito hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled, or injured County of Los Angeles prisoner. Such mentally ill, sick, handicapped, disabled, or injured prisoner may be transported by the County of San Benito , but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the San Benito County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well-being of the prisoner. The medical release form shall be provided to the San Benito County Sheriff's Department transportation personnel before the San Benito County Sheriff's Department will accept physical custody of the prisoner.
- 4.7 In the event that a well prisoner transported on behalf of the County of Los Angeles becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of Los Angeles by means of a invoice issued by and paid to the County of San Benito. The County of San Benito further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations that may be required. If the County of San Benito refuses to transport a prisoner, it shall immediately notify the County of Los Angeles requesting agency via CLETS of this fact, and the reason therefore.
- 4.8 The County of San Benito will only transport male prisoners sixteen (16) years or older.
- 4.9 The County of San Benito, upon accepting County of Los Angeles prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of San Benito shall immediately notify, via CLETS, the County of Los Angeles requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

## **5.0 INDEMNIFICATION**

- 5.1 County of Los Angeles shall indemnify, defend, and hold harmless the County of San Benito, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles's acts and/or omissions arising from and/or relating to this Agreement.
- 5.2 County of San Benito shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of San Benito 's acts and/or omissions arising from and/or relating to this Agreement.

## **6.0 TERM OF AGREEMENT**

- 6.1 The term of this Agreement shall commence upon execution by both parties and shall continue indefinitely until terminated by either party.

## **7.0 RIGHT OF TERMINATION**

- 7.1 The County of Los Angeles or the County of San Benito may terminate this Agreement upon sixty (60) calendar days advance written notice to the other party.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

## **8.0 NON-FINANCIAL AGREEMENT**

- 8.1 This Agreement is a non-financial arrangement between the parties. No charges shall be incurred, and no charges shall be billed, by one party to the other party for intrastate prisoner transportation services so long as the parties continue to provide reciprocal intrastate prisoner transportation services.
- 8.2 Notwithstanding Paragraph 8.1 above, one party may seek reimbursement from the other party for fees associated with the professional medical examination and/or treatment of a prisoner in accordance with Paragraphs 3.7 and 4.7 of this Agreement.



## **9.0 AMENDMENTS**

- 9.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of County of Los Angeles and County of San Benito.

## **10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- 10.1 A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## **11.0 AUTHORIZATION WARRANTY**

- 11.1 County of San Benito represents and warrants that the person executing this Agreement for County of San Benito is an authorized agent who has actual authority to bind the County of San Benito to each and every term, condition, and obligation of this Agreement and that all requirements of County of San Benito have been fulfilled to provide such actual authority.
- 11.2 County of Los Angeles represents and warrants that the person executing this Agreement for County of Los Angeles is an authorized agent who has actual authority to bind the County of Los Angeles to each and every term, condition, and obligation of this Agreement and that all requirements of County of Los Angeles have been fulfilled to provide such actual authority.

## **12.0 GOVERNING LAW, JURISDICTION, AND VENUE**

- 12.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **13.0 NOTICES**

- 13.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

13.2 Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department  
Attn: Statewide Sergeant  
441 Bauchet Street  
Los Angeles, California 90012  
Phone (213) 974-4565  
Fax (213) 974-4367

13.3 Notices to County of San Benito shall be addressed as follows:

County of San Benito  
Attn: Kellie Kennedy  
2301 Technology Parkway  
Hollister, California 95023  
(831) 636-4080  
Fax (831) 636-1416

**14.0 VALIDITY**

14.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**15.0 WAIVER**

15.1 No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**16.0 ENTIRE AGREEMENT**

16.1 This Agreement, and any Amendments hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement and duly executed by authorized representatives of County of Los Angeles and County of San Benito .

\* \* \* \* \*

**RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND COUNTY OF SAN BENITO**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Alex Villanueva  
Sheriff

COUNTY OF SAN BENITO

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Mark Medina  
Chairman San Benito County Board of  
Supervisors

APPROVED AS TO FORM:  
COUNTY OF LOS ANGELES  
MARY C. WICKHAM  
COUNTY COUNSEL

APPROVED AS TO FORM:  
COUNTY OF SAN BENITO  
COUNTY COUNSEL

By \_\_\_\_\_ Signature on File \_\_\_\_\_  
Principal Deputy County Counsel

By Shirley L. Murphy 7/29/19  
County Counsel  
Shirley L. Murphy, Deputy County Counsel



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 9.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: AGRICULTURAL COMMISSIONER**

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

**AGENDA ITEM PREPARER: K. Overstreet**

**SBC DEPT FILE NUMBER: 1.1**

**SUBJECT:**

**AGRICULTURAL COMMISSIONER - K. OVERSTREET**

Hold a Public Hearing - Mosquito and Disease Control Assessment; and Adopt Resolution approving the Engineer's Report and ordering the levy of the FY 2019/2020 Mosquito and Disease Control Assessment.

SBC FILE NUMBER: 1.1

RESOLUTION NO: 2019-74

**AGENDA SECTION:**

PUBLIC HEARING - Top

**BACKGROUND/SUMMARY:**

On Tuesday, June 25, 2019, the Board of Supervisors received an Engineer's Report prepared by SCI Consultants for the Mosquito Abatement Assessment and adopted a resolution of intent to levy an assessment based on the findings of the report. A Public Hearing is required to hear public comment regarding the assessment to be imposed by the Board. After discussion, the Board can adopt a resolution ordering the levy of assessments at the rate to be imposed for the Mosquito and Disease Control Assessment for FY 2019/2020.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

261.60.3050.1000.511.101 Property Tax Current Secured

**CURRENT FY COST:**

\$216,176 (2018/2019 Assessment Revenue)

**STAFF RECOMMENDATION:**

1. Hold a Public Hearing to hear objections, protests or requested changes or corrections to the written Engineer's Report regarding the Mosquito and Disease Control Assessment rate to be imposed.
2. Adopt Resolution, approving the annual Engineer's Report for the Mosquito and Disease Control Assessment and ordering the levy of assessment at the rate of \$11.22 per unit Mosquito and Disease Control Assessment for FY 2019/2020 based on the Engineer's Report, and authorize the Chair to sign it.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Final Engineer's Report	7/9/2019	Backup Material
Board Resolution	7/9/2019	Resolution
Public Hearing Notice	7/30/2019	Backup Material



# SAN BENITO COUNTY MOSQUITO ABATEMENT PROGRAM

## MOSQUITO AND DISEASE CONTROL ASSESSMENT

### FINAL ENGINEER'S REPORT

JULY 2019

FISCAL YEAR 2019-20

PURSUANT TO THE HEALTH AND SAFETY CODE, GOVERNMENT CODE AND  
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:  
**SCIConsultingGroup**  
4745 MANGELS BLVD.  
FAIRFIELD, CALIFORNIA 94534  
PHONE 707.430.4300  
FAX 707.430.4319  
WWW.SCI-CG.COM

## **SAN BENITO COUNTY MOSQUITO ABATEMENT PROGRAM**

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### **SAN BENITO COUNTY BOARD OF SUPERVISORS**

Mark Medina, Chairman, District No. 1  
Anthony Botelho, District No. 2  
Peter D. Hernandez, District No. 3  
Jim Gillio, District No. 4  
Jaime De La Cruz, Vice-Chairman, District No. 5

### **COUNTY ADMINISTRATIVE OFFICER**

Ray Espinosa

### **COUNTY HEALTH OFFICER**

Gail Newel, MD, MPH, FACOG

### **AGRICULTURAL COMMISSIONER**

Karen Overstreet

### **COUNTY COUNSEL**

Barbara Thompson

### **ENGINEER OF WORK**

SCI Consulting Group



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## INTRODUCTION

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### OVERVIEW

The San Benito County Mosquito Abatement Program ("Program") is a division within the San Benito County Agricultural Commissioner's Office in San Benito County. The San Benito County Mosquito Abatement Program Service Area ("Service Area") covers the most populated areas of the County. The Service Area includes the northwest section of San Benito County, bordered by the Monterey County boundary to the west and the Santa Clara County boundary to the north. The east boundary of the Service Area begins at the Santa Clara County line and Hawkins Lake. The south boundary includes the Paicines Reservoir. The cities of Hollister and San Juan Bautista, and the communities of Aromas, Tres Pinos and Paicines are included in the service area as well. The Program's mosquito and disease control services serve to reduce mosquito populations on property throughout the Service Area.

The San Benito Mosquito Abatement Program was created in 2007 by the San Benito County Board of Supervisors ('the Board') in accordance with local authority provided by the Mosquito Abatement Act of 1915 and further supported by the California Health and Safety Codes. As part of the Agricultural Commissioner's Department, the Program is governed by the Board of Supervisors.

The Program provides mosquito abatement and disease control services within its boundaries. The Program services are available to all properties within the Program's boundaries. The purpose of the San Benito Mosquito Abatement Program is to reduce the risk of mosquito-borne disease and mosquito nuisance to property and the inhabitants of property within the Program. The Program's core services are summarized as follows:

- Early detection of public health threats through comprehensive mosquito and disease surveillance.
- Elimination and control of mosquitoes to protect public health and to diminish the nuisance and harm caused by mosquitoes.
- Protection of public health by reducing mosquitoes or exposure to mosquitoes that transmit diseases
- Appropriate, timely response to customer requests to prevent/control mosquitoes, and the diseases they can transmit, on property.

Prior to the formation of the Program in 2007, the County only provided a "baseline" level of mosquito and disease control services in the Service Area. San Benito County provided limited short-term mosquito control services in the County as a combined effort between the County Health and Human Services Agency and the County Agricultural Commissioner's Office. These limited mosquito abatement services were primarily funded by State special emergency grants, which were authorized by the State Legislature and Governor for use in combating West Nile Virus, and other mosquito-borne diseases. As the State emergency

funding for such services was exhausted it became evident that it would be unlikely that the State would provide sufficient funding for future mosquito and disease control services in San Benito County.

In order to provide increased levels of service, to enhance disease surveillance and vector control services to better respond to the growing threat of West Nile Virus and other public health issues in the Service Area, San Benito County proposed in 2007 the formation of the San Benito County Mosquito Abatement Program in the northwest and most populated areas of the County. The formation of the Program was dependent on a successful assessment ballot proceeding that would provide the funding for the proposed increased services for mosquito and disease control. The services currently provided in the Service Area consist of expanded services, as listed below, above the pre-existing baseline level of services.

The Program Service Area is narrowly drawn to include only properties that may request and/or receive direct and more frequent service, that are located within the scope of the mosquito surveillance area, that are located within flying or traveling distance of potential mosquito sources monitored by the Program, and that will benefit from a reduction in the amount of mosquitoes reaching and impacting the property as a result of the enhanced mosquito surveillance and control. The Assessment Diagram included in this report shows the boundaries of the Program Service Area.

The following is an outline of the primary services and improvements funded by the mosquito and disease control assessment ("Services")<sup>1</sup>:

- Mosquito control and abatement
- Surveillance for vectorborne diseases
- Mosquito inspections in the Program's Service Area
- Response to service requests in the Program's Service Area
- Mosquitofish for backyard fish ponds and other appropriate habitats
- Presentations to schools and civic groups
- Vectorborne disease surveillance services
- Mosquito surveillance and disease testing
- Upgrading of the facilities and equipment utilized by the Program

This Engineer's Report defines the benefit assessment, which provides funding for mosquito and disease control services for property throughout the Program's Service Area, as well as related costs for equipment, capital improvements and services and facilities necessary and incidental to mosquito and disease control programs.

---

<sup>1</sup> The mosquito and vector control and disease prevention services materially increase the usefulness, utility, livability and desirability of properties in the Assessment Area.

As used within this Report and the benefit assessment ballot proceeding, the following terms are defined:

*“Vector” means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, ticks, other arthropods, and small mammals and other vertebrates (Health and Safety Code Section 2002(k)).*

*“Vector Control” shall mean any system of public improvements or services that is intended to provide for the surveillance, prevention, abatement, and control of vectors as defined in subdivision (k) of Section 2002 of the Health and Safety Code and a pest as defined in Section 5006 of the Food and Agricultural Code (Government Code Section 53750(l)).*

The Program is controlled by Mosquito Abatement and Vector Control District Law of the State of California. Following are excerpts from the Mosquito Abatement and Vector Control District Law of 2002, codified in the Health and Safety Code, Section 2000, et seq. which serve to summarize the State Legislature's findings and intent with regard to mosquito abatement and other vector control services:

*2001. (a) The Legislature finds and declares all of the following:*

*(1) California's climate and topography support a wide diversity of biological organisms.*

*(2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.*

*(3) Some of these diseases, such as mosquito borne viral encephalitis, can be fatal, especially in children and older individuals.*

*(4) California's connections to the wider national and international economies increase the transport of vectors and pathogens.*

*(5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.*

*(b) The Legislature further finds and declares:*

*(1) Individual protection against the vector borne diseases is only partially effective.*

*(2) Adequate protection of human health against vector borne diseases is best achieved by organized public programs.*

*(3) The protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare.*

*(4) Since 1915, mosquito abatement and vector control districts have protected Californians and their communities against the threats of vector borne diseases.*

*(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special districts with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.*

*(d) It is also the intent of the Legislature that mosquito abatement and vector control districts cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.*

Further the Health and Safety Code, Section 2082 specifically authorizes the creation of benefit assessments for vector control, as follows:

*(a) A district may levy special benefit assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs.*

This Engineer's Report ("Report") was prepared by SCI Consulting Group ("SCI") to describe the mosquito and disease control services funded by the assessment, to establish the estimated costs for those Services, to determine the special benefits and general benefits received by property from the Services and to apportion the assessments to lots and parcels within the Program based on the estimated special benefit each parcel receives from the Services funded by the benefit assessment.

## **LEGAL ANALYSIS**

### **PROPOSITION 218**

This assessment was formed to be consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as

maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was initially approved in 1996, it allowed for certain types of assessments to be “grandfathered” in, and these were exempted from the property-owner balloting requirement.

*Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:*

*(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.*

Vector control was specifically “grandfathered in,” underscoring the fact that the drafters of Proposition 218 and the voters who approved it were satisfied that funding for vector control is an appropriate use of benefit assessments, and therefore confers special benefit to property.

#### **SILICON VALLEY TAXPAYERS ASSOCIATION, INC. v. SANTA CLARA COUNTY OPEN SPACE AUTHORITY**

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefit to property, not general benefits<sup>2</sup>
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Service Area

This Engineer’s Report, and the process used to establish this assessment are consistent with the SVTA vs. SCCOSA decision.

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<sup>2</sup> Article XIII D, § 2, subdivision (d) of the California Constitution states defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from the public improvement or property-related service.”



**DAHMS V. DOWNTOWN POMONA PROPERTY**

On June 8, 2009, the 4<sup>th</sup> Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

**BONANDER V. TOWN OF TIBURON**

On December 31, 2009, the 1<sup>st</sup> District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based on in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

**BEUTZ V. COUNTY OF RIVERSIDE**

On May 26, 2010 the 4<sup>th</sup> District Court of Appeals issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

**GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO**

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

**COMPLIANCE WITH CURRENT LAW**

This Engineer's Report is consistent with the requirements of Article XIIIC and XIID of the California Constitution and with the *SVTA* decision because the services to be funded are clearly defined; the services are available to and will be directly provided to all benefiting property in the Assessment District; and the services provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Services will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the

assessments. Moreover, while *Dahms* could be used as the basis for a finding of 0% general benefits, this Engineer's Report establishes a more conservative measure of general benefits.

The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the services and proportional special benefit to each property. Finally, the Assessments are consistent with *Beutz* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments.

## ASSESSMENT PROCESS

In order to allow property owners to ultimately decide whether funding would be provided for the services summarized above, the Board authorized the initiation of proceedings for a benefit assessment in 2007. A preliminary Engineer's Report ("Report") was prepared to establish the estimated costs for mosquito, disease surveillance and control services and related costs that would be funded by the proposed assessments, to determine the special benefits and general benefits received from the services and to apportion the proposed assessments to lots and parcels within the Program's Service Area based on the estimated special benefit each parcel receives from the services funded by the benefit assessment.

Following submittal of the Preliminary Report to the Board for approval, on April 10, 2007, the Board, by Resolution No. 2007-17, called for an assessment ballot proceeding and Public Hearing on the establishment of the Mosquito and Disease Control Assessment ("Assessment").

Pursuant to the Board's approval of the Resolution directing the mailing of notices and ballots, a notice of assessment and assessment ballot were mailed to property owners on May 8, 2007. Such notice included a description of the assessments as well as an explanation of the method of voting on the assessments. Each notice included a ballot on which the property owner could mark his or her approval or disapproval of the assessments and a postage-prepaid ballot return envelope.

After the ballots were mailed to property owners, the required 45-day time period was provided for the return of the assessment ballots. Following this 45-day time period, a public hearing was held on June 26, 2007, for the purpose of allowing public testimony regarding the assessments and services. At this hearing, the public was given the opportunity to provide input on this issue and a final opportunity to submit ballots. After the conclusion of the public input portion of the hearing, the hearing was continued to July 24, 2007 to allow time for the tabulation of ballots.

With the passage of Proposition 218 on November 6, 1996, The Right to Vote on Taxes Act, now Article XIIC and XIID of the California Constitution, the assessments could be levied for fiscal year 2007-08, and be continued in future years, only if the ballots submitted in favor of the assessments are greater than the ballots submitted in opposition to the assessments. (Each ballot is weighted by the amount of assessment for the property that it represents).

After the conclusion of the public input portion of the Public Hearing held on June 26, 2007, all valid received ballots were tabulated by C.G. Uhlenberg, LLP, an independent accounting and auditing firm. At the continued public hearing on July 24, 2007, after the ballots were tabulated, it was determined that the assessment ballots submitted in opposition to the assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which the ballot was submitted). The final balloting result was 62.88% weighted support from ballots returned.

As a result, the Board gained the authority to approve the levy of the assessments for fiscal year 2007-08 and to continue to levy them in future years. The Board took action, by Resolution No. 2007-65 passed on July 24, 2007, to approve the first year levy of the assessments for fiscal year 2007-08.

The authority granted by the ballot proceeding was for a maximum assessment rate of \$9.80 per single family home, increased each subsequent year by the San Francisco Bay Area Consumer Price Index (CPI) not to exceed 3% per year. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

#### **ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS**

In each subsequent year for which the assessments will be continued, the Board will preliminarily approve at a public meeting a budget for the upcoming fiscal year's costs and services, an updated annual Engineer's Report, if necessary, and an updated assessment roll listing all parcels and their assessments for the upcoming fiscal year. At this meeting, the Board will also call for the publication in a local newspaper of a legal notice of the intent to continue the assessments for the next fiscal year and set the date for the noticed public hearing. At the annual public hearing, members of the public can provide input to the Board prior to the Board's decision on continuing the services and assessments for the next fiscal year.

This Engineer's Report has been prepared specifically in advance of the adoption of the assessments for fiscal year 2019-20. However, to the extent that special benefits and general benefits received from the services in future years are consistent with the analysis herein, except for minor, non-significant deviations, the special benefit each parcel receives from the services funded by the benefit assessment will be substantially similar to the special benefit described herein.

#### **FISCAL YEAR 2019-20 BUDGET**

The fiscal year 2019-20 Mosquito Abatement budget provides funding for West Nile Virus surveillance and mosquito control, capital equipment, supplies, disease testing programs, and other mosquito and disease control programs. If the Board approves this Engineer's Report for fiscal year 2019-20 and the continuation of the assessments by resolution, a notice of assessment levies must be published in a local paper at least 10 days prior to the

date of the public hearing. Following the minimum 10-day time period after publishing the notice, a public hearing will be held for the purpose of allowing public testimony about the continuation of the assessments for fiscal year 2019-20.

The public hearing is scheduled for August 6, 2019. At this hearing, the Board will consider approval of a resolution confirming the budget and continuation of the assessments for fiscal year 2019-20. If it is so confirmed and approved, the assessments shall be submitted to the San Benito County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2019-20.

## GENERAL DESCRIPTION OF THE PROGRAM AND SERVICES

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### ABOUT THE MOSQUITO ABATEMENT PROGRAM

The San Benito County Mosquito Abatement Program is a division within the San Benito County Agricultural Commissioner's Office and is governed by the County Board of Supervisors. The Program provides protection to people, wildlife while also protecting the usefulness, desirability and livability of property and the inhabitants of property within its jurisdictional area by controlling and monitoring disease-carrying insects such as mosquitoes. In addition, the Program frequently test for diseases carried by mosquitoes and helps prevent mosquito-borne disease outbreaks through mosquito control, regular surveillance and regularly educating property owners and the occupants of property in the Program's Service Area about disease risks and how to protect themselves from diseases transmitted by mosquitoes.

### DESCRIPTION OF MOSQUITO ABATEMENT PROGRAM

The assessment provides funding for the continuation and enhancement of the projects, services and programs for surveillance, disease prevention, abatement, and control of mosquitoes within the most populated sections of San Benito County, which are generally in the northwest portions of the County (the "Service Area"). Such mosquito abatement and disease prevention projects and programs include, but are not limited to, source reduction, biological control, larvicide applications, adulticide applications, disease monitoring, public education, reporting, accountability, research and interagency cooperative activities, as well as capital costs, maintenance, and operation expenses (collectively "Services"). The cost of these Services also includes capital costs comprised of equipment, capital improvements and facilities and other incidental expenses necessary and incidental to the mosquito control program.

As mentioned earlier, the Program currently provides a "baseline" level of services in the Service Area as permitted with the limited funding available. The Assessment provides the funding to operate the program and expand the services provided in the Service Area to an optimum level necessary to protect the usefulness, utility, desirability and livability of property within its jurisdictional area.

### INTRODUCTION

Following are the Services and resulting level of service for the Program Service Area. As previously noted, the Program provides a baseline level of service in the Service Area. These Services are over and above the current baseline level of service. The formula below describes the relationship between the final level of service, the existing baseline level of service, and the enhanced level of services funded by the assessment.

<b>Final Level of Service</b>	<b>=</b>	<b>Baseline Level of Service</b>	<b>+</b>	<b>Enhanced Level of Service</b>
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## MOSQUITOES

Mosquitoes generally occur where there is adequate vegetation for harborage and where water is standing and/or stagnant. Although these mosquitoes have seasonal cycles, they tend to reproduce continuously while conditions are suitable.

The following species are currently important in the Service Area:

SPECIES	HABITAT	ABUNDANCE	SEASON	DISEASE ASSOCIATIONS
<i>Culex tarsalis</i>	Many	Great	Spring, Summer, Fall	West Nile virus, St. Louis encephalitis, Western equine encephalitis
<i>Culex pipiens</i>	Many	Great	Spring, Summer, Fall	West Nile virus, St. Louis encephalitis
<i>Culiseta incidens</i>	Many	Moderate	Winter, Spring, Fall	None, serious pest in urban/suburban areas
<i>Culiseta inornata</i>	Many	Moderate	Winter, Spring, Fall	None, serious pest in urban/suburban areas
<i>Anopheles freeborni</i>	Creeks, lakes, wetlands	Moderate	Summer, Fall	Malaria
<i>Anopheles punctipennis</i>	Creeks, lakes	Moderate	Summer, Fall	Malaria
<i>Ochlerotatus sierrensis</i>	Oak tree holes, walnut orchards	Moderate	Late winter, Spring	Canine heartworm, serious pest in urban/suburban areas
<i>Ochlerotatus melanimon</i>	Pastures, wetlands	Moderate	Spring, Summer, Fall	Western equine encephalitis, serious pest
<i>Ochlerotatus nigromaculis</i>	Pastures, irrigated crops	Moderate	Spring, Summer, Fall	None, serious pest species in agricultural areas
<i>Ochlerotatus washinoi</i>	Fresh floodwater sites	Moderate	Winter, Spring	none
<i>Aedes vexans</i>	Fresh floodwater sites	Moderate	Summer	None, serious pest in recreational areas

*Culex erythrorhox* could become an important mosquito in the north part of San Benito County. This mosquito variety is associated with large emergent vegetation in fresh water (e.g., tules), but is abundant in only limited areas of Hollister. *Culex erythrorhox* is a strong vector of West Nile virus and an avid human biter.

Mosquitoes that lay their eggs in damp soil that might be flooded up to two years later occupy floodwater habitats. Once the area floods, most of the eggs hatch, producing a large number of mosquitoes for a short period of time. The Service Area has two floodwater species of concern. Floodwater mosquitoes prefer to bite in the evening, but they also bite during the day. One species, *Ochlerotatus washinoi* has only one generation annually, spending most

of the year as eggs. *Aedes vexans* has multiple generations, but its numbers are restricted by the lack of rainfall during the warm part of the season when it occurs.

*Aedes* and *Ochlerotatus spp.* are major pests in the Central Valley of California and can potentially take advantage of changing conditions in the north sections of San Benito County. *Ochlerotatus nigromaculis* is abundant in parts of the County associated with irrigated pastures. It can have many generations per year, can travel long distances, and is an aggressive hard-biting pest species.

Outdoor containers that hold standing water are another common mosquito habitat in Hollister and San Juan Bautista. Containers can range from naturally occurring holes in trees, to discarded tires, swimming pools, ornamental ponds, bird baths, discarded cans, cemetery flower cups, crumpled plastic and plugged rain gutters. Both *Culex pipiens* and *Culiseta incidens* commonly occur in containers other than tree holes. The tree hole-breeders are characterized by day-biting activity, bright markings, and deposition of eggs above the water line in the container. San Benito County has a native tree-hole mosquito, *Ochlerotatus sierrensis*, which normally hatches only one generation per year. It can reach great abundance locally but it does not fly far. *Ochlerotatus sierrensis* is commonly considered the area's most important vector of dog heartworm. *Aedes albopictus* and *Aedes aegypti* are two potentially important container breeders that could get introduced into the Service Area. Historically these types of mosquitoes have been introduced to many other areas of the U.S. through transportation associated with international commerce. *Aedes albopictus* is an important species because it reaches great abundance, bites during the day, and reproduces continuously in containers often associated with human habitations. *Aedes aegypti* has similar habits, but has the additional drawback of being a powerful virus vector, specifically, dengue and yellow fever.

Mosquito-transmitted diseases in the Service Area are caused by either viruses or the protozoan parasite of malaria (*Plasmodium falciparum* or *Plasmodium vivax*). This region has historically had sporadic detections of common California viruses like Western equine encephalitis and St. Louis encephalitis. Starting in 2004, West Nile virus was found in wild birds, sentinel chicken flocks, mosquito pools and horses. Malaria does not circulate in California at this time, but it used to be a major health problem in the Central Valley. Trappers, miners and other immigrants introduced malaria into California in the 1800s from areas where malaria was common. Effective mosquito control and drugs to cure malaria in humans led to the eradication of malaria in California in the 1950s. Consistent reintroduction in humans from overseas creates a constant threat from malaria. In addition, some strains of malaria found in the world today are resistant to drugs that helped to eradicate the disease in the 1950s. The mosquitoes that can spread malaria are still abundant in the region and are capable of redistributing this serious health threat if the virus should somehow be reintroduced to the area.

In addition to being nuisances by disrupting human activities and the use and enjoyment of public and private areas, certain insects and animals may transmit diseases. The diseases of most concern are: Western equine encephalitis (WEE), St. Louis encephalitis (SLE), West



Nile virus (WNV), and malaria, which are all transmitted by mosquitoes. Among the principal threats to which the San Benito County Mosquito Abatement Program currently responds are:

- Human and animal diseases associated with mosquitoes
- Annoyance and economic disruption caused by mosquitoes

#### INTEGRATED PEST MANAGEMENT

The Program's services address several types of vectors and share general principles and policies. These include the identification of vector problems; responsive actions to control existing populations of vectors, prevention of new sources of vectors from developing, and the management of habitat in order to minimize vector production; education of land-owners and others on measures to minimize vector production or interaction with vectors; and provision and administration of funding and institutional support necessary to accomplish these goals.

The Program's objective is to provide the properties a "Program-wide" level of consistent mosquito and disease control such that all properties would benefit from equivalent reduced levels of mosquitoes. Surveillance and monitoring are provided on a Program-wide basis. The Program, though, cannot predict where control measures will be applied because the type and location of control depends on the surveillance and monitoring results. However, the control thresholds and objectives are comparable throughout the Service Area

In order to accomplish effective and environmentally sound vector management, the manipulation and control of vectors must be based on careful surveillance of their abundance, habitat (potential abundance), pathogen load, and/or potential contact with people; the establishment of treatment criteria (thresholds); and appropriate selection from a wide range of control methods. This dynamic combination of surveillance, treatment criteria, and use of multiple control activities in a coordinated program is generally known as Integrated Pest Management (IPM) (Glass 1975, Davis et al 1979, Borror et al 1981, Durso 1996, Robinson 1996).

The San Benito County Mosquito Abatement Program's Vector Management Program, like any other IPM program, by definition involves procedures for minimizing potential environmental impacts. The Program employs IPM principles by first determining the species and abundance of vectors through evaluation of public service requests and field surveys and trapping of immature and adult pest populations; and then, if the populations exceed predetermined criteria, using the most efficient, effective, and environmentally sensitive means of control. For all vector species, public education is an important control strategy. In appropriate situations, water management or other physical control activities (historically known as "source reduction" or "physical control") can be instituted to reduce vector-breeding sites. The Program also uses biological control such as the planting of mosquitofish (in ornamental ponds, unused swimming pools and other standing water bodies). When these approaches are not effective or are otherwise inappropriate, natural

materials that have been found to be environmentally safe are used to treat specific pest-producing or pest-harboring areas.

The San Benito County Mosquito Abatement Program is organized into two principle sections to accomplish IPM. First, the administrative element provides leadership, expertise, public relations/education, and interface with other governmental authorities. Second, the operational section includes a technician that performs IPM in the field. The technician performs control and surveillance functions by responding to complaints from individual residents and by extensive examination of aquatic sites for mosquito larvae. The technician also monitors the treated areas to be sure that their control efforts have been successful.

The Program maintains the capability of applying aerosolized insecticide for area treatment of adult mosquitoes. This method is used to abate severe pest problems caused by active adult mosquitoes within the Service Area, to quickly reduce significant populations of adult mosquitoes and to prevent or to reduce the spread of mosquito-borne disease in the environment. The Program uses only products that have been deemed safe, approved and labeled by the U.S. Environmental Protection Agency for this purpose. Applications are made by personnel licensed by the California Department of Health Services and trained in the proper use of the products and specialized equipment used for this type of public health pest control. In addition, the administrative staff holds a Qualified Applicator Certificate issued by the California Department of Pesticide Regulation.

#### PERMANENT WATER MOSQUITOES

Risk assessment: Historically, *Culex tarsalis* and *Culex pipiens* have been very abundant in San Benito County. The great disease transmission potential of these species documented in this and other parts of the State suggests that they are the principal vector mosquito species within the Service Area. *Anopheles spp.* mosquitoes have persisted as a problem in standing water isolations in fields, wetlands and along a number of major drainages that provide persistent areas of standing water in the north areas of San Benito County. The threat of *Anopheles* as vectors is reduced by the absence of resident malaria pathogens in the area, but they remain an important pest species in this area. *Culiseta*, particularly *Culiseta incidens* and *Culiseta inornata*, are very widespread in the area, occurring in many kinds of habitats during most of the year. However, tests of their ability to transmit viral pathogens show them to be of little significance as vectors.

Surveillance: Surveillance of these mosquitoes is accomplished by a combination of methods. First, technicians actively examine potential sites by sampling water, collecting larvae, and identifying the larvae to species. Second, various traps (carbon dioxide baited traps, foul water traps to attract ovipositing females) are used to collect adult mosquitoes. The traps are set weekly during the season and the collected mosquitoes are subsequently classified and identified to species. Finally, individual residents and property owners call the Program directly with complaints about mosquito bites or to report standing water and potential larval sites.

Currently, during the warm months, the San Benito County Mosquito Abatement Program's existing seasonal staff is utilized as needed to help assist with surveillance and control projects, such as adult mosquito collections, mosquito fish rearing and dissemination, and public education/outreach. The Program's one full-time agricultural biologist routinely inspects and treats residential, agricultural, industrial and natural standing water sources known to produce mosquitoes within the Service Area. These sources need to be monitored on a regular schedule for the presence of standing water and mosquito larvae. One type of standing water of particular concern to the Program is runoff held in catch basins throughout the County, particularly in the urbanized areas. Catch basins can produce *Culex pipiens* in great numbers at locations close to residences and businesses. In rural areas of the Service Area, standing water in fields, wetlands, and other man-made sources produce *Culex tarsalis* in great numbers. This species is capable of flying long distances and is considered the primary vector of West Nile virus.

Viruses transmitted by permanent water mosquitoes are surveyed by testing the mosquito vectors, the avian reservoirs, horses and humans. West Nile virus can be detected by submitting samples to neighboring mosquito districts which test using a commercial strip immunoassay and rapid assay instrument. The California Department of Health Services, the California Department of Food and Agriculture, and the University of California perform other viral tests of mosquitoes, birds, or mammals. The Program participates in the statewide dead bird surveillance program for WNV, responding to reports of dead birds from the public. Dead birds deemed appropriate for testing are submitted to the California Animal Health and Food Safety Laboratory. The Program also collects and submits blood samples from sentinel chickens located in fixed sites and cared for by the Program and property owners or residents. Blood samples are submitted to DHS for evidence of SLE, WEE and WNV. Various County, State and private laboratories throughout California and elsewhere test humans and horses for WNV. The California Department of Health Services tries to obtain and compile human and horse test results from all testing facilities and reports them to the appropriate local mosquito control agencies.

Control: The San Benito County Mosquito Abatement Program uses several techniques to control permanent-water mosquito larvae, including biological, chemical, and physical control. Chemical control agents include the toxin of the natural bacteria *Bacillus thuringiensis israelensis* (Bti), which can be applied as either a liquid or a granule. This toxin must be eaten by larvae, restricting its use to the first through third instar stages of development. Bti has the tremendous advantage of specificity, only affecting mosquitoes and related groups of flies. The spores of *Bacillus sphaericus* (Bs) are also available for liquid spray or granular application. This product has the advantage over Bti of sometimes reproducing in the water, extending the life of its effectiveness. Bs is only effective against *Culex* and works well in highly polluted water. Methoprene is an analogue of a natural insect hormone that prevents successful development of larvae. It is available as a short-lived liquid and longer-acting granules and briquets. Finally, the San Benito County Mosquito Abatement Program uses a short life-cycle oil combined with surfactants (Golden Bear) in situations where the materials above will not work. Golden Bear is the only material available

that is effective against pupae. Additional chemical control materials include dimilin and temephos.

The San Benito County Mosquito Abatement Program uses the mosquito fish, *Gambusia affinis*, for biological control. These mosquito-eating fish work particularly well during warm months in decorative ponds, unused swimming pools, animal watering troughs, and a variety of other permanent, natural or artificial sources of standing water (stock ponds).

In the future, the Program may use physical control as required; its application can temporarily or permanently alter habitats so that they do not produce mosquitoes. Currently, property owners and residents are educated to use physical control when it is appropriate. Examples of physical control include clearing vegetation around pond or stream banks, improving drainage, and providing access for other types of control work.

Monitoring: For the most part, monitoring is the continuation of surveillance activities. Staff specifically checks treatment sites to be sure that applications were successful. In addition to physically checking the site, traps are utilized to evaluate the success of the program.

#### FLOODWATER MOSQUITOES

Risk assessment: Freshwater floodwater species are an intermittent major pest and potential disease vector problem in the northern areas of San Benito County when irrigation practices or wetland flood-up cause sudden increases in the numbers of *Ochlerotatus nigromaculis* and *Ochlerotatus melanimon*. These species as well as *Aedes vexans* mosquitoes frequently create pest and potential disease vector problems when their populations rise due to intermittently flooded areas. The northern part of the County is susceptible to seasonal flooding. The vector potential of all of these species is low in San Benito County, though the isolation of West Nile virus from a mosquito identified as *Aedes squamiger* in San Luis Obispo raises some concern about the potential for spread of this disease by floodwater mosquito species not normally thought of as vectors.

Monitoring: *Ochlerotatus melanimon*, *Ochlerotatus nigromaculis*, and *Aedes vexans* are aggressive day-time and night-time biters. As a result, public complaints are helpful in pinpointing intermittently flooded areas where these mosquitoes breed. Calls from the public are also used to help the San Benito County Mosquito Abatement Program to help assess success or failure of treatments. However, field inspections of intermittently flooded areas known to create mosquito habitat can also be used by the Program to determine the need for treatment and to assess the effectiveness of treatments. Carbon dioxide baited traps are also an effective means of monitoring the adults of these species.

#### CONTAINER-BREEDING MOSQUITOES

Risk assessment: The tree-hole breeding mosquito, *Ochlerotatus sierrensis*, can be a significant nuisance. Although most emerge in the late winter and spring, many adults survive into early summer. This species generally only travels short distances, with the advantage that neighbors are unlikely to be affected, but with the disadvantage that residents

with larval sites are likely to have an intense problem. The species is an important vector of dog heartworm.

Surveillance: Complaints from residents in the early spring is the method for determining areas with a high level of *Ochlerotatus sierrensis* activity. *Aedes albopictus* is not highly attracted to carbon dioxide baited traps. The best ways to monitor are the use of black cups attractive to ovipositing females (eggs are counted on strips of paper in the cups), landing collections on humans, and inspection of container larval sites. Informing the public to look for day-biting, black and white mosquitoes is also effective.

Control: Depending on the need, the Program may increase its public education efforts to encourage residents to eliminate breeding sites by using tree patches or filling tree holes with materials to displace the water in which these mosquitoes breed. Larvaiciding operations can begin in late February or early March, weather permitting. The Program responds to individual requests in combating the *Ochlerotatus sierrensis* mosquitoes if the trees are easily accessible and the holes are reachable. The combination of denying oviposition sites to females and reduction of the adult mosquito population by adulticiding can be helpful in reducing levels of local infestation.

#### **PUBLIC RELATIONS, OUTREACH, AND EDUCATION**

The recent emergence of West Nile Virus has created a need for regular and fairly extensive media contacts, outreach and education. San Benito Mosquito Abatement Program staff has introduced public relations, outreach, and educational materials when needed. This includes making press releases, publishing brochures, responding to requests for interviews from all media and contact with other government agencies. If the funding is available, the Program could develop an elementary school program. The Program's employees could visit classrooms to present information about mosquito and vector biology and control issues, as well as personal protection, and techniques used by San Benito County to control pests of public health importance.

The Program currently interacts professionally at many levels with other agencies. Through the West Nile Virus Task Force, the Program regularly meets with representatives from the County Public Health, County Environmental Health, County Public Works and the City of Hollister. The Program staff also regularly attends meetings of the Mosquito and Vector Control Association of California at both the regional and state level.

#### **RESEARCH AND TESTING**

If requested, the Program would cooperate with University of California researchers and scientists to perform special research projects. These projects could be those that relate directly to operational problems so that the results would enhance protection of health and property within the Service Area.

#### **SERVICE REQUESTS**

The Program responds to service requests within its boundaries. Any property owner, business or resident in the Service Area may contact the Program to request mosquito

control related service or inspection and a Program field technician will respond promptly to the particular property to evaluate the property and situation and to perform appropriate surveillance and control services, as necessary.

However, property owners who allow a public nuisance to exist on their properties, such as, but not limited to, "green pools" which may exist when a swimming pool on an abandoned or foreclosed property is no longer cared for, may be charged for code enforcement and mosquito abatement measures

## ESTIMATE OF COST

**FIGURE 1 – COST ESTIMATE – FISCAL YEAR 2019-20 ASSESSMENT**

<b>San Benito County Mosquito Abatement Program</b> <b>Mosquito and Disease Control Assessment</b> Estimate of Cost Fiscal Year 2019-20		<i>Total Budget</i>
Vector Control Services and Related Expenditures		
Vector Control and Disease Prevention Operations		\$155,000
Materials, Utilities and Supplies		\$54,749
Capital Equipment and Fixed Assets		\$0
Other Charges		\$10,000
Total Vector Control Services and Related Expenditures		<b>\$219,749</b>
Incidental Costs <sup>2</sup>		
Other Charges Cost Plan		\$5,011
Subtotal - Incidentals		\$5,011
Total Vector Control Services and Incidental Expenses		<b>\$224,760</b>
Total Benefit of Improvements		<b>\$224,760</b>
SFE Units		19,631.47
Benefit received per Single Family Equivalent Unit		<b>\$11.45</b>
Less:		
District Contribution and Other Sources for General Benefit <sup>1</sup>		(\$4,495)
		<b>(\$4,495)</b>
Net Cost of Vector Control Services		<b>\$220,265</b>
<b>Budget Allocation to Property</b>		
Total Assessment Budget <sup>5</sup>		<b>\$220,265</b>
Total SFE Units <sup>3</sup>		19,631.47
Assessment per Single Family Equivalent <sup>5</sup>		<b>\$11.22</b>

**Footnotes:**

1. Contribution from other sources to cover the costs of any general benefits and special benefits not funded by the assessments. As determined in the following section, at least 2% of the cost of the Services must be funded from sources other than the assessments to cover any general benefits from the Services. Therefore, out of the total cost of Services of \$224,760, the Program must contribute at least \$4,495 from sources other than the assessments. The Program will contribute \$4,495.
2. Includes allowance for uncollectable assessments from assessments on public agency parcels, county collection charges, assessment administration costs, and interdepartmental costs.
3. SFE Units means Single Family Equivalent Benefit Units. See method of assessment in the following Section for further definition.
4. The assessment rate per SFE is the total amount to assessment per Single Family Equivalent benefit unit.
5. The proceeds from the assessments will be deposited into a special fund for the Assessment. Funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, June 30, must be carried over to the next fiscal year.
6. The assessment amounts are rounded down to the even penny for purposes of complying with the collection requirements from the County Auditor. Therefore, the total assessment amount for all parcels subject to the assessments may vary slightly from the net amount to assessment.



## METHOD OF ASSESSMENT

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This section of the Report explains the benefits derived from the Services provided for property in the San Benito County Mosquito Abatement Program, and the methodology used to apportion the total assessment to properties within the Mosquito and Disease Control Assessment Service Area.

The Mosquito and Disease Control Assessment Service Area consists of all Assessor Parcels in the northwest section of San Benito County as defined by the approved boundary description (see the Assessment Roll for a list of all the parcels included in the Mosquito and Disease Control Assessment Service Area).

The method used for apportioning the assessment is based upon the proportional special benefits derived by the properties in the Assessment Service Area over and above general benefits conferred on real property in the Service Area. Special benefit is calculated for each parcel in the Assessment Service Area using the following process:

1. Identification of total benefit to the properties derived from the Services
2. Calculation of the proportion of these benefits that are special vs. general
3. Determination of the relative special benefit within different areas within the Service Area
4. Determination of the relative special benefit per property type and property characteristic
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type and property characteristics

### DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits from the additional services. With reference to the engineering requirements for property related assessments, the Engineer must determine and prepare a report evaluating the amount of special and general benefit received by property within the Service Area as a result of the improvements or services provided by a local agency. That special benefit is to be determined in relation to the total cost to that local entity of providing the service and/or improvements.

Proposition 218 as described in Article XIID of the California Constitution has confirmed that assessments must be based on the special benefit to property:

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The below benefit factors, when applied to property in the Service Area, confer special benefits to property and ultimately improve the safety, utility, functionality and usability of

property in the Service Area. These are special benefits to property in the Service Area in much the same way that storm drainage, sewer service, water service, lighting, sidewalks and paved streets enhance the safety, utility and functionality of each parcel of property served by these improvements, providing them with more utility of use and making them safer and more usable for occupants.

It should also be noted that Proposition 218 included a requirement that existing assessments in effect upon its effective date were required to be confirmed by either a majority vote of registered voters in the Assessment Area, or by weighted majority property owner approval using the new ballot proceeding requirements. However, certain assessments were excluded from these voter approval requirements. Of note is that in California Constitution Article XIID Section 5(a) this special exemption was granted to assessments for sidewalks, streets, sewers, water, flood control, drainage systems and vector control. The Howard Jarvis Taxpayers Association explained this exemption in their Statement of Drafter's Intent:

*"This is the "traditional purposes" exception. These existing assessments do not need property owner approval to continue. However, future assessments for these traditional purposes are covered."<sup>3</sup>*

Therefore, the drafters of Proposition 218 acknowledged that vector control assessments were a "traditional" and therefore acknowledged and accepted use.

Since all assessments, existing before or after Proposition 218 must be based on special benefit to property, the drafters of Proposition 218 inherently found that vector control services confer special benefit on property. Moreover, the statement of drafter's intent also acknowledges that any new or increased vector control assessments after the effective date of Proposition 218 would need to comply with the voter approval requirements it established. This is as an acknowledgement that additional assessments for such "traditional" purposes would be established after Proposition 218 was in effect. Therefore, the drafters of Proposition 218 clearly recognized vector assessments as a "traditional" use of assessments, acknowledged that new vector assessments may be formed after Proposition 218 and inherently were satisfied that vector control services confer special benefit to properties.

The Legislature also made a specific determination after Proposition 218 was enacted that vector control services constitute a proper subject for special assessment. Health and Safety Code section 2082, which was signed into law in 2002, provides that a district may levy special assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs. The intent of the Legislature to allow and authorize benefit assessments for vector control services after Proposition 218 is

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<sup>3</sup> Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

shown in the Assembly and Senate analysis the Mosquito Abatement and Vector Control District Law where it states that the law:

*Allows special benefit assessments to finance vector control projects and programs, consistent with Proposition 218.<sup>4</sup>*

Therefore the State Legislature unanimously found that vector control services are a valuable and important public service that can be funded by benefit assessments. Funded by assessments, vector control services must confer special benefit to property.

### **MOSQUITO AND DISEASE CONTROL IS A SPECIAL BENEFIT TO PROPERTIES**

As described below, this Engineer's Report concludes that mosquito and disease control is a special benefit that provides direct advantages to property in the Service Area. For example, the assessment provides reduced levels of mosquitoes on property throughout the Service Area. Moreover, the assessment reduces the risk of the presence of diseases on property throughout the Program's Service Area, which is another direct advantage received by property in the Service Area. Moreover, the assessment funds Services that improve the use of property and reduce the nuisance and harm created by mosquitoes on property throughout the Program Service Area. These are tangible and direct special benefits that are received by property throughout the specific area covered by the Assessment.

The following section, Benefit Factors, describes how and why mosquito and disease control services specially benefit properties in the Program Service Area. These benefits are particular and distinct from its effect on property in general or the public at large.

### **BENEFIT FACTORS**

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the aforementioned mosquito and disease control services that are provided to properties within the Program Service Area. The following benefit factors have been established that represent the types of special benefit to parcels resulting from the Services financed with the assessment proceeds. These types of special benefit are as follows:

#### **REDUCED MOSQUITO POPULATIONS ON PROPERTY AND AS A RESULT, ENHANCED DESIRABILITY, UTILITY, USABILITY AND FUNCTIONALITY OF PROPERTY IN THE SERVICE AREA.**

The assessments will provide enhanced services for the control and abatement of nuisance and disease-carrying mosquitoes. These Services will materially reduce the number of mosquitoes on properties throughout the Service Area. The lower mosquito populations on property in the Service Area are a direct advantage to property that will serve to increase the desirability and "usability" of property. Clearly, properties are more desirable and usable in areas with lower mosquito populations and with a reduced risk of mosquito-borne disease. This is a special benefit to residential, commercial, agricultural, industrial and other types of

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<sup>4</sup> Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

properties because all such properties will directly benefit from reduced mosquito populations and properties with lower mosquito populations are more usable, functional and desirable.

Excessive mosquitoes in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.<sup>5</sup> The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Program Service Area.

The State Legislature made the following finding on this issue:

*"Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit."*<sup>6</sup>

Mosquitoes emerge from sources throughout the Program Service Area, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Service Area. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Service Area. These sources include underground drainage systems, containers, unattended swimming pools, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on property throughout the Service Area.

A recently increasing source of mosquitoes is unattended swimming pools:

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<sup>5</sup> Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County, Lake County and areas in Marin and Sonoma Counties had such high mosquito populations or other vector populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural vector populations were lower.

<sup>6</sup> Assembly Concurrent Resolution 52, chaptered April 1, 2003

*"Anthropogenic landscape change historically has facilitated outbreaks of pathogens amplified by peridomestic vectors such as Cx. pipiens complex mosquitoes and associated commensals such as house sparrows. The recent widespread downturn in the housing market and increase in adjustable rate mortgages have combined to force a dramatic increase in home foreclosures and abandoned homes and produced urban landscapes dotted with an expanded number of new mosquito habitats. These new larval habitats may have contributed to the unexpected early season increase in WNV cases in Bakersfield during 2007 and subsequently have enabled invasion of urban areas by the highly competent rural vector Cx. tarsalis. These factors can increase the spectrum of competent avian hosts, the efficiency of enzootic amplification, and the risk for urban epidemics."*<sup>7</sup>

#### **INCREASED SAFETY OF PROPERTY IN THE SERVICE AREA.**

The Assessments result in improved year-round proactive Services to control and abate mosquitoes that otherwise would occupy properties throughout the Program Service Area. Mosquitoes are transmitters of diseases, so the reduction of mosquito populations makes property safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Program Service Area safer, which is a distinct special benefit to property in the Program.<sup>8</sup> This is not a general benefit to property in the Service Area or the public at large because the Services are tangible mosquito, vector and disease control services that will be provided directly to the properties in the Service Area and the Services are over and above what otherwise would be provided by the Program or any other agency.

This finding was confirmed in 2003 by the State Legislature:

*"Mosquitoes and other vectors, including but not limited to ticks, Africanized Honey Bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors."*<sup>9</sup>

Also, the Legislature, in Health and Safety Code Section 2001(b)(3), finds that:

*"The protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare."*

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<sup>7</sup> Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

<sup>8</sup> By reducing the risk of disease and increasing the safety of property, the Services will materially increase the usefulness and desirability of certain properties in the Assessment Area.

<sup>9</sup> Assembly Concurrent Resolution 52, chaptered April 1, 2003

# REDUCTIONS IN THE RISK OF NEW DISEASES AND INFECTIONS ON PROPERTY IN THE PROGRAM SERVICE AREA.

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

*"Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas."*<sup>10</sup>

*"During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal." <sup>11</sup> (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).*

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile Virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

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<sup>10</sup> Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

<sup>11</sup> Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

*After spraying, infection rates decreased from 8.2 (95% CI 3.1–18.0) to 4.3 (95% CI 0.3–20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1–9.7) to 8.7 (95% CI 3.3–18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaïem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV.<sup>12</sup>*

The Services funded by the assessments help prevent, on a year-round basis, the presence of new mosquito-borne diseases and on property in the Program Service Area. This is another tangible and direct special benefit to property in the Program Service Area that would not be received in absence of the assessments.

#### **PROTECTION OF ECONOMIC ACTIVITY ON PROPERTY IN THE ASSESSMENT SERVICE AREA.**

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively, impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments help to prevent the likelihood of such outbreaks. This is a benefit to business, agriculture and residential properties in the Service Area.

Prior to the commencement of the mosquito control services provided by the San Benito County Mosquito Abatement Program, mosquitoes hindered, annoyed and harmed residents, guests, visitors, farm workers, and business employees to a much greater degree. A mosquito-borne disease outbreak and other related public health threats would have a drastic negative effect on agriculture, business and residential activities in the Service Area.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

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<sup>12</sup> Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5)



*The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5 million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana.*<sup>13</sup>

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that are funded by the assessments:

*The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection.*<sup>14</sup>

The services funded by the assessments help to prevent the likelihood of such outbreaks on property in the Service Area and will reduce the harm to economic activity on property caused by existing mosquito populations. This is another direct advantage received by property in the Service Area that would not be received in absence of the assessments.

#### **PROTECTION OF THE SERVICE AREA'S AGRICULTURE, TOURISM, AND BUSINESS INDUSTRIES.**

The agriculture, tourism and business industries in the Service Area benefit from reduced levels of harmful or nuisance mosquitoes. Conversely, any outbreaks of emerging mosquito-borne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

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<sup>13</sup> Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

<sup>14</sup> Utz, J. Todd, Apperson, Charles S., McCormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

*A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry."*<sup>15</sup>

*Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes. Per the EPA Public Health Benefits Assessment 1, the Centers for Disease Control (CDC) states that fenthion is needed to counter malathion-resistant mosquitoes in Florida and play a role in the rotation of adulticides for resistance management, and otherwise for control of the very important Aedes spp. salt marsh mosquitoes and Culex nigripalpus.*<sup>16</sup>

The assessments serve to protect the businesses and industries and the employees and residents that benefit from these businesses and industries. This is a direct advantage and special benefit to property in the Service Area.

#### **REDUCED RISK OF NUISANCE AND LIABILITY ON PROPERTY IN THE PROGRAM SERVICE AREA.**

In addition to health related factors, uncontrolled mosquito populations create a nuisance for the occupants of property in the Program Service Area. Properties in the Program Service Area, therefore, will benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced nuisance factor and harm to livestock and employees from lower mosquito populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Service Area contain large areas of mosquito habitat and are therefore a significant source of mosquito populations in the Service Area. In addition, residential and business properties in the Service Area can also contain significant sources.<sup>17</sup> It is conceivable that known sources of mosquitoes could be held liable for the transmission of diseases or other harm.

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<sup>15</sup> S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from [http://www.aphis.usda.gov/vs/ceah/cnahts/nahms/equine/wnv2002\\_CO\\_NB.pdf](http://www.aphis.usda.gov/vs/ceah/cnahts/nahms/equine/wnv2002_CO_NB.pdf)

<sup>16</sup> . Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED. United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

<sup>17</sup> Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services serve to protect the businesses and industries in the Program Service Area. This is a direct advantage and a special benefit to property in the Program. However, the extent that property owners can be located and held responsible for nuisance existing on their property, the county may charge the property owner for mosquito abatement services necessary to abate and prevent a nuisance.

#### **IMPROVED MARKETABILITY OF PROPERTY.**

As described previously, the Services will specially benefit properties in the Service Area by making them more useable, livable and functional. The Services also make properties in the Service Area more desirable, and more desirable properties also benefit from improved marketability. This is another tangible and direct special benefit to property which will not be enjoyed in absence of the Services.<sup>18</sup>

#### **BENEFIT FINDING**

In summary, the special benefits described in this report and the expansion of Services in the Assessment Service Area directly benefit and protect the real properties in the Abatement Program in excess of the assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the services are reasonably equal or greater than the assessment of only Assessment per home and benefit unit.

#### **GENERAL VS. SPECIAL BENEFIT**

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the Assessment Area but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

<b>Total Benefit</b>	<b>=</b>	<b>General Benefit</b>	<b>+</b>	<b>Special Benefit</b>
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<sup>18</sup> If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

There is no widely-accepted or statutory formula for general benefit from mosquito and disease control services. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. General benefits are conferred to properties located “in the district,”<sup>19</sup> but outside the narrowly-drawn Service Area and to “the public at large.” SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

<b>General Benefit</b>	=	<b>Benefit to Real Property Outside the Assessment District</b>	+	<b>Benefit to Real Property Inside the Assessment District that is Indirect and Derivative</b>	+	<b>Benefit to the Public at Large</b>
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito and disease protection funded by the Assessments are directly received by the properties in the Service Area and are only minimally received by property outside the Service Area or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIII D, sections 2(i) & 4(f).) There currently are some mosquito related services being provided to the Service Area. Consequently, there currently are some

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<sup>19</sup> SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218’s definition of “special benefit” presents a paradox when considered with its definition of “district.” Section 2, subdivision (i) defines a “special benefit” as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” (Art. XIII D, § 2, subd. (i), *italics added*.) Section 2, subdivision (d) defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.” (Art. XIII D, § 2, subd. (d), *italics added*.) In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special.

mosquito control related benefits being provided to the Service Area and any new and extended service provided by the Program would be over and above this baseline. Arguably, all of the Services funded by the assessment therefore are a special benefit because the additional Services particularly and distinctly benefit and protect the Service Area over and above the previous baseline benefits and service.

Nevertheless, arguably some of the Services benefit the public at large and properties outside the Service Area. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided to property in the assessment district. Similar to the assessments in Pomona that were validated by Dahms, the Assessments described in this Engineer's Report fund mosquito and disease control services directly provided to property in the assessment area. Moreover, as noted in this Report, the Services directly reduce mosquito and vector populations on all property in the assessment area. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

#### **CALCULATING GENERAL BENEFIT**

Without this assessment the Program would lack the funds to extend the additional Services to the Program Service Area. Consistent with footnote 8 of SVTA v. SCCOSA, and for the reasons described above, the Program has determined that all parcels in the Program Service Area receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of "over and above" in distinguishing special benefits from general benefits. As applied to an assessment proceeding concurrent with the annexation this concept means that all mosquito control services, which provide direct advantage to property in the Service Area, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

#### **BENEFIT TO PROPERTY OUTSIDE THE PROGRAM SERVICE AREA**

Properties within the Service Area receive almost all of the special benefits from the Services because the Services funded by the Assessments are provided directly to protect property within the Program Service Area from mosquitoes and mosquito-borne diseases. However, properties adjacent to, but just outside of, the program's boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Program Service Area. Since this benefit, is conferred to properties outside the

program's boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Service Area. Each year, the Program will provide some of its Services in areas near the boundaries of the Service Area. By abating mosquito populations near the borders of the Service Area, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Service Area. If mosquitoes were not controlled inside the Program Service Area, more of them would fly from the Program Service Area. Therefore control of mosquitoes within the Unprotected Areas provides some benefit to properties outside the Program Service Area but within the normal flight range of mosquitoes, in the form of reduced mosquito populations and reduced mosquito-borne disease transmission. This is a measure of the general benefits to property outside the Service Area because this is a benefit from the Services that is not specially conferred upon property in the assessment area.

The mosquito potential outside the Service Area is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Service Area average concentration of mosquitoes from the Unprotected Areas on properties within two miles of the Service Area is calculated to be 6%.<sup>20</sup> This relative mosquito population reduction factor within the destination range is combined with the number of parcels outside the Service Area and within the destination range to measure this general benefit and is calculated as follows:

CRITERIA:

MOSQUITOES MAY FLY UP TO 2 MILES FROM THEIR BREEDING SOURCE.  
 655 PARCELS WITHIN 2 MILES OF, BUT OUTSIDE OF THE PROGRAM SERVICE AREA,  
 MAY RECEIVE SOME MOSQUITO AND DISEASE PROTECTION BENEFIT  
 6% PORTION OF RELATIVE BENEFIT THAT IS RECEIVED  
 22,135 PARCELS IN THE PROGRAM SERVICE AREA

CALCULATIONS:

TOTAL BENEFIT = 655 PARCELS \* 6% = 39.3 PARCEL EQUIVALENTS  
 PERCENTAGE OF OVERALL PARCEL EQUIVALENTS =  $39.3 / (22,135 + 655) = 0.17\%$

Therefore, for the overall benefits provided by the Services to the Service Area, it is determined that 0.17% of the benefits would be received by the parcels within two miles of

<sup>20</sup> Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

the Program's boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0%.

**BENEFIT TO PROPERTY *INSIDE* THE PROGRAM SERVICE AREA THAT IS *INDIRECT AND DERIVATIVE***

The "indirect and derivative" benefit to property within the Service Area is particularly difficult to calculate. As explained above, all benefit within the Service Area is special because the mosquito and disease control services in the Service Area would provide direct service and protection that is clearly "over and above" and "particular and distinct" when compared with the level of such protection under current conditions. Further the properties are within the Service Area boundaries and this Engineer's Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Service Area area, the Program has been careful to limit it to an area of parcels that will directly receive the Services. All parcels will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Service Area in order to maintain the same improved level of protection against mosquitoes and reduced mosquito populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of mosquito-borne diseases - would be received on an equivalent basis by all parcels in the Service Area. Furthermore, all parcels in the Service Area would directly benefit from the ability to request service from the Program and to have a Program field technician promptly respond directly to the parcel and address the owner's or resident's service need. The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Service Area does not make the benefit general rather than special, so long as the Service Area is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. This concept is particularly applicable in situations involving a landowner-approved assessment-funded extension of a local government service to benefit lands previously not receiving that particular service. The Program therefore concludes that, other than the small general benefit to properties outside the Service Area (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Service Area are special benefits and it is not possible or appropriate to separate any general benefits from the benefits conferred on parcels in the Service Area.

**BENEFIT TO THE PUBLIC AT LARGE**

With the type and scope of Services provided to the Service Area, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment Area, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways and when traveling in and through the Assessment Area they will benefit from the Services. A fair and appropriate measure of the



general benefit to the public at large therefore is the amount of highway area within the Assessment Area relative to the overall land area. An analysis of maps of the Assessment Area shows that approximately .5% of the land area in the Assessment Area is covered by highways, streets and sidewalks. This .5% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment Area.

#### SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Service Area, we find that approximately 1.5% of the benefits conferred by the Mosquito and Disease Control Assessment may be general in nature and should be funded by sources other than the Assessment.

##### **General Benefit Calculation**

<b>1.0%</b>	<b>(Outside the Program Service Area)</b>
<b>+ 0.0%</b>	<b>(Inside the Program Service Area – Indirect and Derivative)</b>
<b>+ 0.5%</b>	<b>(Public at Large)</b>
<b>= 1.5%</b>	<b>(Total General Benefit)</b>

Although this analysis supports the findings that 1.5% of the assessment may provide general benefit only, this number is increased by the Assessment Engineer to 2% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment Area if it is later determined that there is some general benefit conferred on those parcels.

The Mosquito and Disease Control Assessment total budget for mosquito abatement, disease control, and capital improvement is \$224,760. Of this total budget amount, the Program will contribute at least \$4,495, or 2% of the total budget from sources other than the Mosquito, Vector and Disease Control Assessment. This contribution offsets any general benefits from the Mosquito and Disease Control Assessment Services.

#### ZONES OF BENEFIT

The County, with the approval of the Cities of Hollister and San Juan Bautista, has the authority to provide mosquito control and disease prevention services throughout the County. The San Benito County Mosquito Abatement Program's mosquito and disease control programs, projects and Services that are funded by the Mosquito and Disease Control Assessment are provided in all areas within the Service Area's boundaries. The Assessments are not and cannot be used to provide mosquito control and disease prevention services in areas in the County outside of the Service Area. Parcels of similar type in the Service Area receive similar mosquito abatement benefits on a per parcel and land area basis because the Services provided throughout the Service Area. Therefore,

parcels of similar type within the Service Area have the same assessment rates. Moreover, parcels in the County outside of the Service Area do not receive any Services funded by the Assessments, and, as a result, are not assessed.

The SVTA vs. SCCOSA decision indicates:

*In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”*

*We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).*

In the assessment, the advantage that each parcel receives from the Services is direct, and the boundary for the Service Area is narrowly drawn so the Service Area includes parcels that receive the similar levels of benefit from the Services. Therefore, the even spread of assessment for similar properties in the narrowly drawn Service Area within the Program is indeed consistent with the OSA decision.

## METHOD OF ASSESSMENT

As previously discussed, the Assessments fund enhanced, comprehensive, year-round mosquito control, disease surveillance and control Services that will reduce mosquito populations on property and will clearly confer special benefits to properties in the Service Area. These benefits can also partially be measured by the occupants on property in the Program Service Area because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. Therefore, the apportionment of benefit is partially based the population density of parcels. It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed.

Moreover, assessments have a long history of use in California and are in large part based on the principle that any benefits from a service or improvement funded by assessments that

is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.<sup>21</sup>

With regard to benefits and source locations, the assessment engineer determined that since mosquitoes readily fly from their breeding locations to all properties in their flight range and since mosquitoes are actually attracted to properties occupied by people or animals, the benefits from mosquito control extend beyond the source locations to all properties that would be a "destination" for mosquitoes. In other words, the control and abatement of mosquito populations ultimately confers benefits to all properties that are a destination of mosquitoes, rather than just those that are sources of mosquitoes.

Although some primary mosquito sources may be located outside of residential areas, residential properties can and do generate their own, often significant, populations of mosquitoes. For example, storm water catch basins in residential areas are a common source of mosquitoes. Since the typical flight range for a female mosquito, on average is 2 miles, most homes in the Assessment Area are within the flight zone of many mosquito sources. Moreover, there are many other common residential sources of mosquitoes, such as miscellaneous backyard containers, neglected swimming pools, leaking water pipes and tree holes. Clearly, there is a potential for mosquito sources on virtually all types of property. More importantly, all properties in the Assessment Area are within the destination range of mosquitoes and most properties are actually within the destination range of multiple mosquito source locations.

Because the Services are provided throughout the Service Area with the same level of control objective in each zone, mosquitoes can rapidly and readily fly from their breeding locations to other properties over a large area, and because there are current or potential breeding sources literally everywhere in the Service Area, the Assessment Engineer determined that all similar properties in the Service Area have generally equivalent mosquito "destination" potential and, therefore, receive equivalent levels of benefit within areas in a same Zone of Benefit.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise, an assessment exclusively for agricultural land was

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<sup>21</sup> For example, in *Federal Construction Co. v. Ensign* (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: "Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city's sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense."

considered but deemed inappropriate because other types of property, such as residential and commercial, also receive the special benefit factors described previously.

A fixed or flat assessment was deemed to be inappropriate because larger residential, commercial and industrial properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.25 acre site. The larger property generally has a larger coverage area and higher usage by employees, customers, tourists and guests that would benefit from reduced mosquito populations, as well as the reduced threat from diseases carried by mosquitoes. This benefit ultimately flows to the property.) Larger commercial, industrial and apartment parcels, therefore, receive an increased benefit from the assessments.

In conclusion, the assessment engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property its relative population and usage potential, and its destination potential for mosquitoes. This method is further described below.

#### **ASSESSMENT APPORTIONMENT**

The special benefits derived from the Mosquito and Disease Control Assessment are conferred on property and are not based on a specific property owner's occupancy of property or the property owner's demographic status, such as age or number of dependents. However, it is ultimately people who do or could use the property and who enjoy the special benefits described above. Therefore, the opportunity to use and enjoy the region within the Service Area without the excessive nuisance, diminished "livability" or the potential health hazards brought by mosquitoes and the diseases they carry is a special benefit to properties in the Service Area. This benefit can be in part measured by the number of people who potentially live on, work at, visit or otherwise use the property, because people ultimately determine the value of the benefits by choosing to live, work and/or recreate in the area, and by choosing to purchase property in the area.<sup>22</sup>

In order to apportion the cost of the Services to property, each property in the Program Service Area is assigned a relative special benefit factor. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a "benchmark" parcel in the Service Area. The "benchmark"

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<sup>22</sup> It should be noted that the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.

property is the single family detached dwelling on a parcel of less than one acre. This benchmark parcel is assigned one Single Family Equivalent benefit unit or one SFE.

The calculation of the special benefit apportionment and relative benefit to properties in the Service Area from the Services is summarized in the following equation:

$$\text{Special Benefit (per property)} = \sum f(\text{Special Benefits}) * \sum f(\text{Property Specific Attributes}^1)$$

1. Such as use, property type, size, as well as vector-specific attributes such as destination potential and population potential.

## RESIDENTIAL PROPERTIES

Certain residential properties in the Service Area that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses, and town homes are included in this category of single family residential property.

Single family residential properties in excess of one acre receive additional benefit relative to a single family home on up to one acre, because the larger parcels provide more area for mosquito sources and mosquito and disease control Services. Therefore, such larger parcels receive additional benefits relative to a single family home on less than one acre and are assigned 1.0 SFE for the residential unit and an additional rate equal to the agricultural rate described below of 0.0021 SFE per one-fourth acre of land area in excess of one acre. Mobile home parcels on a separate parcel and in excess of one acre also receive this additional acreage rate.

Other types of properties with residential units, such as agricultural properties, are assigned the residential SFE rates for the dwelling units on the property and are assigned additional SFE benefit units for the agricultural-use land area on the property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties, along with condominiums, benefit from the services in proportion to the number of dwelling units that occupy each property, the average number of people who reside in each property and the average size of each property in relation to a single family home in the Service Area. This report analyzed San Benito County population density factors from the 2000 US Census (the most recent data available when the Mosquito Abatement Program was established) as well as average dwelling unit size for each property type. After determining the Population Density Factor and Square Footage Factor for each property type, an SFE rate is generated for each residential property structure, as indicated in Figure 3 below.

The SFE factor of 0.55 per dwelling unit for multifamily residential properties with 5 or more units applies to such properties up to 20 units. Properties in excess of 20 units typically offer on-site management, monitoring and other control services that tend to offset some of the benefits provided by the Mosquito Abatement Program. Therefore the benefit for multifamily

properties in excess of 20 units is determined to be 0.55 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

**FIGURE 2 – RESIDENTIAL ASSESSMENT FACTORS**

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>Pop. Density Equivalent</i>	<i>SqFt Factor</i>	<i>Proposed Rate</i>
Single Family Residential	40,744	12,218	3.33	1.00	1.00	1.00
Condominium	3,204	998	3.21	0.96	0.78	0.75
Duplex, Triplex, Fourplex	3,481	1,067	3.26	0.98	0.70	0.68
Multi-Family Residential (5+ Units)	2,762	818	3.38	1.01	0.55	0.55
Mobile Home on Separate Lot	2,503	770	3.25	0.97	0.48	0.46

Source: 2000 Census, San Benito County, and property dwelling size information from the San Benito County Assessor data and other sources.

## COMMERCIAL/INDUSTRIAL PROPERTIES

Commercial and industrial properties are generally open and operated for more limited times, relative to residential properties. Therefore, the relative hours of operation can be used as a measure of benefits, since employee density also provides a measure of the relative benefit to property. Since commercial and industrial properties are typically open and occupied by employees approximately one-half the time of residential properties, it is reasonable to assume that commercial land uses receive one-half of the special benefit on a land area basis relative to single family residential property.

The average size of a single family home with 1.0 SFE factor in the Service Area is 0.25 acres. Therefore, a commercial property with 0.25 acres receives one-half the relative benefit, or a 0.50 SFE factor.

The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

To determine employee density factors, this Report utilizes the findings from the San Diego County Association of Governments Traffic Generators Study (the "SANDAG Study") because these findings were approved by the State Legislature which determined the SANDAG Study to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24. As presented in Figure 4, the SFE factors for other types of businesses are determined relative to their typical employee density in relation to the average of 24 employees per acre of commercial property.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage

ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per fourth acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

Self-storage and golf course property benefit factors are similarly based on average usage densities. Figure 4 below lists the benefit assessment factors for such business properties.

### AGRICULTURAL, RANGELAND, AND CEMETERY PROPERTIES

Utilizing research and agricultural employment reports from UC Davis and the California Employment Development Department and other sources, this Report calculated an average usage density of 0.05 people per acre for agriculture property, 0.01 for rangelands and timber and 1.2 for cemeteries. Since these properties typically are a source of mosquitoes and/or are typically closest to other sources of mosquitoes and other vectors, it is reasonable to determine that the benefit to these properties is twice the usage density ratio of commercial and industrial properties. The SFE factors per 0.25 acres of land area are shown in the following Figure 4.

FIGURE 3 – COMMERCIAL/INDUSTRIAL BENEFIT ASSESSMENT FACTORS

<i>Type of Commercial/Industrial Land Use</i>	<i>Average Usage Per Acre <sup>1</sup></i>	<i>SFE Units per Fraction Acre <sup>2</sup></i>	<i>SFE Units per Acre After 5</i>
Commercial	24	0.500	0.50
Office	68	1.420	1.42
Shopping Center	24	0.500	0.50
Industrial	24	0.500	0.50
Self Storage or Parking Lot	1	0.021	
Wineries	12	0.250	
Golf Course	3.0	0.063	
Cemeteries	1.20	0.050	
Agriculture/Vineyard	0.050	0.0021	
Timber/Dry Rangelands	0.010	0.00042	

1. Source: San Diego Association of Governments Traffic Generators Study, University of California, Davis and other studies and sources.

2. The SFE factors for commercial and industrial parcels indicated above are applied to each fourth acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

### VACANT PROPERTIES

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties. However, vacant properties are assessed at



a lower rate due to the lack of active benefits, as measured by use by residents, employees, customers and guests. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the assessed valuation data from San Benito County found that approximately 50% of the assessed value of improved properties is classified as land value. Since vacant properties have very low to zero population/use densities until they are developed, a 50% benefit discount is applied to the valuation factor of 0.50 to account for the current low use density and potential for harm or nuisance to the property owner or his residents, employees, customers and guests. The combination of these measures results in a 0.25 factor. It is reasonable to assume, therefore, that approximately 25% of the benefits are related to the underlying land and 75% are related to the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.25 per parcel.

## OTHER PROPERTIES

Article XIIID stipulates that publicly owned properties must be assessed unless those properties are reasonably determined to receive no special benefit from the assessment. All properties that are specially benefited are assessed.

Publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property. Other public properties such as watershed parcels, parks, open space parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Services and are assessed an SFE benefit factor of 0.

## DURATION OF ASSESSMENT

The benefit assessment balloting conducted in 2007 proposed that the Assessment be levied for fiscal year 2007-08 and continued every year thereafter, so long as mosquitoes and vectors remain in existence and the San Benito County Mosquito Abatement Program requires funding from the Assessment for its Services. As noted previously, the Assessment and the duration of the Assessment were approved by property owners in the assessment ballot proceeding in 2007; therefore, the Assessment can continue to be levied annually after the San Benito County Board of Supervisors approves an updated Engineer's Report if needed, an annual budget for the San Benito County Mosquito Abatement Program, a cost estimate including assessment rate, and other specifics of the Assessment. In addition, the County Board of Supervisors must hold an annual public hearing to continue the Assessment.

## APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Manager of the San Benito County Mosquito Abatement Program or his or her designee. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Program Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the Program Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with San Benito County for collection, the Program Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Program Manager, or his or her designee, shall be referred to the San Benito County Board of Supervisors. The decision of the San Benito County Board of Supervisors shall be final.

## ASSESSMENT

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**WHEREAS**, the San Benito County Board of Supervisors contracted with the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs of Services, a diagram for the benefit assessment Service Area, an assessment of the estimated costs of Services, and the special and general benefits conferred thereby upon all assessable parcels within the San Benito County Mosquito Abatement Program, Mosquito and Disease Control Assessment;

**NOW, THEREFORE**, the undersigned, pursuant to Article XIIID of the California Constitution, the Government Code and the Health and Safety Code and the order of the San Benito County Board of Supervisors, hereby make the following determination of a continued assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the Mosquito and Disease Control Assessment.

The Program has evaluated and estimated the costs of extending and providing the Services to the Service Area. The estimated costs are summarized in Figure 1 and detailed in Figure 5, below.

The amount to be paid for the Services and the expenses incidental thereto, to be paid by the San Benito County Mosquito Abatement Program for fiscal year 2019-20 is generally as follows:

**FIGURE 4- SUMMARY COST ESTIMATE – FY 2019-20 BUDGET**

Vector & Disease Control Services	\$209,749
Fixed Asset & Capital Equipment	\$0
Other Charges	<u>\$10,000</u>
	\$219,749
Incidentals	<u>\$5,011</u>
TOTAL BUDGET	\$224,760
Less:	
District Contribution for Special Benefit	(\$4,495)
<b>Net Amount To Assessments</b>	<b>\$220,265</b>

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment Service Area. The distinctive number of each parcel or lot of

land in the Assessment Service Area is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby determine and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incidental thereto, upon the parcels and lots of land within the Mosquito and Disease Control Assessment, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in this Engineer's Report.

The assessment determination is made upon the parcels or lots of land within the Assessment Service Area in proportion to the special benefits to be received by the parcels or lots of land, from the Services.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual CPI adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

Since property owners in the Service Area, in an assessment ballot proceeding, approved the initial fiscal year benefit assessment for special benefits to their property including the CPI adjustment schedule, the assessment may continue to be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Based on the preceding annual adjustments, the maximum assessment rate for Fiscal Year 2018-19 was \$12.83. The annual change in the CPI from December 2017 to December 2018 for All Urban Consumers in the San Francisco Bay Area as reported by the United States Department of Labor, Bureau of Labor and Statistics was 4.49%. Therefore, the maximum authorized assessment rate for Fiscal Year 2019-20 has been increased by 3.00%, from \$12.83 to \$13.22 per Single Family Equivalent unit (SFE). However, the estimate of cost and budget in this Engineer's Report proposes assessments for Fiscal Year 2019-20 at the rate of \$13.22 per SFE unit, which is less than the maximum authorized assessment rate.

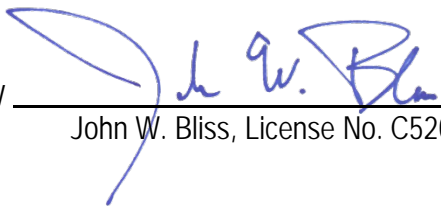
Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of San Benito for the fiscal year 2019-20. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Assessor of the County of San Benito.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2019-20 for each parcel or lot of land within the Mosquito and Disease Control Abatement Program.<sup>23</sup>

Dated: July 9, 2019



Engineer of Work

By  \_\_\_\_\_  
 John W. Bliss, License No. C52091

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<sup>23</sup> Each parcel has a uniquely calculated assessment based on the estimated level of special benefit to the property as determined in accordance with this Engineer's Report.

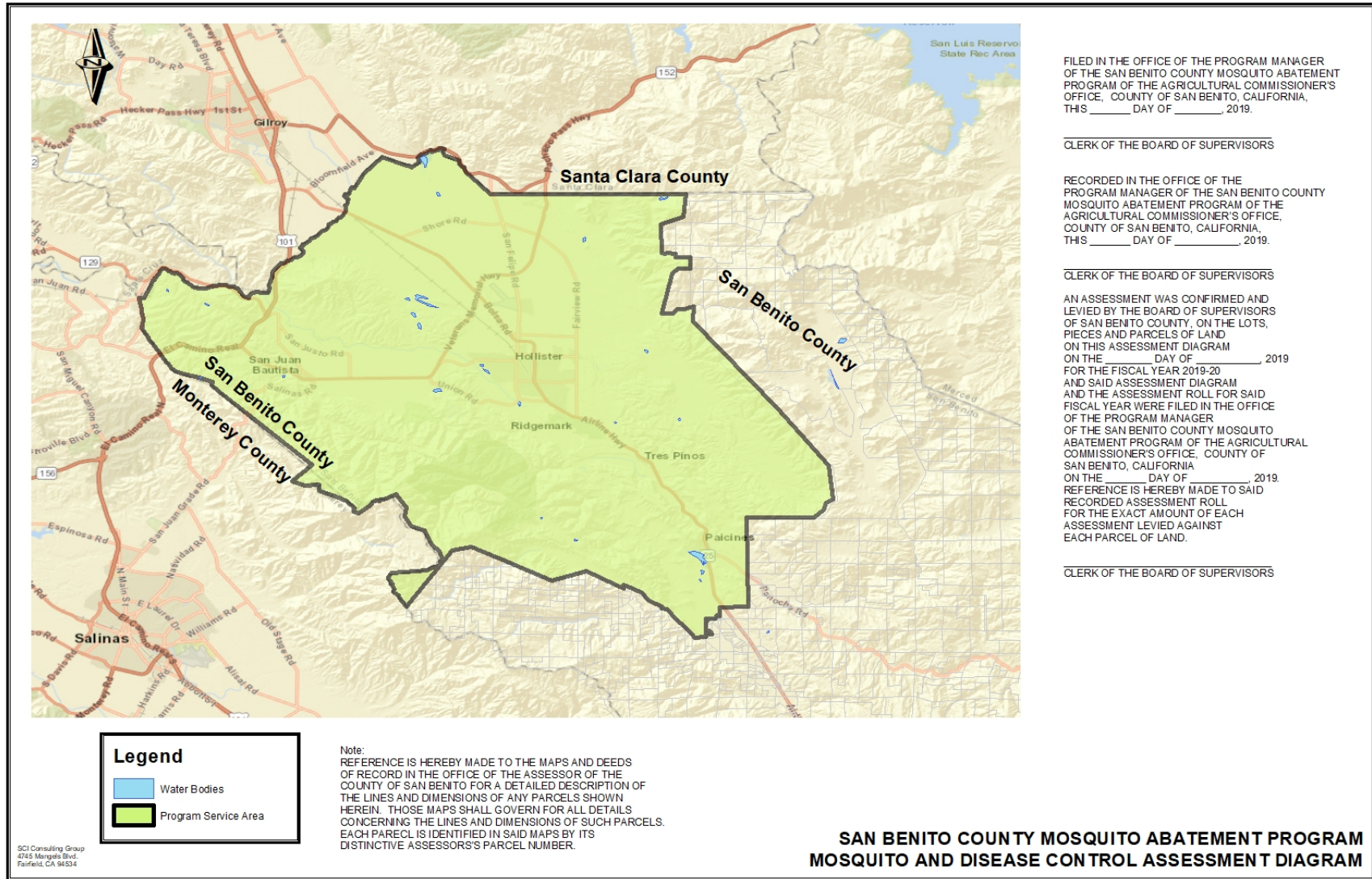
## ASSESSMENT DIAGRAM

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The San Benito County Mosquito Abatement Program, Mosquito and Disease Control Assessment Service Area includes all properties within the boundaries of the Service Area.

The boundaries of the Mosquito and Disease Control Assessment Service Area are displayed on the following Assessment Diagram.







## ASSESSMENT ROLL

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Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the San Benito County Mosquito Abatement Program, as the Assessment Roll is too voluminous to be bound with this Report.

1                   **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2   A RESOLUTION OF THE SAN BENITO                   )           Resolution No. 2019-\_\_\_\_\_  
3   COUNTY BOARD OF SUPERVISORS                   )  
4   APPROVING THE ENGINEER'S REPORT AND           )  
5   ORDERING THE LEVY OF ASSESSMENTS           )  
6   FOR THE SAN BENITO COUNTY MOSQUITO           )  
7   ABATEMENT PROGRAM, MOSQUITO AND           )  
8   DISEASE CONTROL ASSESSMENT FOR           )  
9   FISCAL YEAR 2019-20                   )

10                   **WHEREAS**, the San Benito County Mosquito Abatement Program ("Program") was established in  
11   2007 as a department within the San Benito County Agricultural Commissioner's Office by the San  
12   Benito County Board of Supervisors, to provide mosquito and disease control services; and

13                   **WHEREAS**, the purpose of the Mosquito and Disease Control Assessment ("Assessment") is to  
14   fund the Program's mosquito and disease control services, which includes a system of public  
15   projects, programs, public improvements and services intended to provide for the surveillance,  
16   prevention, abatement and control of mosquitoes and the diseases they carry throughout the  
17   Program's boundaries ("Services"); and

18                   **WHEREAS**, the Program is authorized, pursuant to the authority provided in Health and Safety  
19   Code Section 2080 et seq. and Article XIIIID of the California Constitution, to levy assessments for  
20   mosquito and disease control projects and services; and

21                   **WHEREAS**, such mosquito surveillance and control projects and services provide tangible public  
22   health benefits, reduced nuisance benefits and other special benefits to the public and to certain real  
23   properties in the northwest area of the County of San Benito ("Service Area"); and

24                   **WHEREAS**, an assessment for mosquito and disease control projects and services has been  
25   designated the "Mosquito and Disease Control Assessment" ("Assessment"); and

26                   **WHEREAS**, the Assessment was authorized by an assessment ballot proceeding conducted in 2007  
27   and approved by 62.88% of the weighted ballots returned by property owners, and such  
28   Assessments were first levied by the Board of Supervisors by Resolution No. 2007-65 passed on  
29   July 24, 2007;

30                   **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of San Benito County  
31   that:

- 32                   1)     The above recitals are true and correct.
- 33                   2)     SCI Consulting Group, a registered professional engineer (the Engineer of Work), prepared  
34                   an engineer's report in accordance with Article XIIIID of the California Constitution and the  
35                   California Government and Health and Safety Codes for the Assessment (the "Report").  
36                   The Report has been made, filed with the Clerk of the Board and duly considered by the

Board and is hereby deemed sufficient and approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.

- 3) The assessment is levied without regard to property valuation.
- 4) On June 25, 2019, this Board adopted Resolution No. 2019-63 to continue to levy and collect Assessments for fiscal year 2019-20, preliminarily approving the Engineer's Report, and providing for notice of hearing on July 23, 2019, at the hour of 9:00 a.m. at the San Benito County Board of Supervisors located at the County Administrative Building, 481 4<sup>th</sup> Street, 1<sup>st</sup> Floor, Hollister, California.
- 5) On July 23, 2019, this Board rescheduled the public hearing for August 6, 2019, at the hour of 9:00 a.m. at the San Benito County Board of Supervisors located at the County Administrative Building, 481 4<sup>th</sup> Street, 1<sup>st</sup> Floor, Hollister, California.
- 6) At the appointed time and place the hearing was duly and regularly held, all persons interested and desiring to be heard were given an opportunity to hear and be heard, all matters and things pertaining to the levy of Assessment were fully heard and considered by this Board, all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the levy of Assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.
- 7) Based on the oral and documentary evidence, including the Engineer's Report offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several lots and parcels of land subject to the Assessment will be specially benefited by the services to be financed by the Assessment proceeds in at least the amount of the Assessment apportioned against such lots and parcels of land, respectively; and (b) there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property from the mosquito and disease control services to be financed with Assessment proceeds.
- 8) The public interest, convenience and necessity require that the levy be made.
- 9) The proposed Assessment roll for fiscal year 2019-20 is hereby confirmed and approved.
- 10) The Assessment rate previously adopted for fiscal year 2018-19 was ELEVEN DOLLARS AND TWENTY-TWO CENTS (\$11.22) per single-family equivalent benefit unit. The Assessments include an annual increase equal to the change in the San Francisco Bay Area Consumer Price Index ("CPI"), not to exceed 3.00% (three percent) per year without a further vote or balloting process. The change in the CPI for 2018 was 4.49% and the unused CPI carried over from previous years is 14.00%. Therefore, the maximum authorized assessment rate for fiscal year 2019-20 is increased by 3.00%, which equates to THIRTEEN DOLLARS AND TWENTY-TWO CENTS (\$13.22) per single family equivalent benefit unit. The estimated fiscal year 2019-20 Mosquito Abatement Budget to provide the services is \$220,265. The Assessments for fiscal year 2019-20 shall be levied at the rate of ELEVEN

DOLLARS AND TWENTY-TWO CENTS (\$11.22) per single family equivalent benefit unit as specified in the Engineer's Report for fiscal year 2019-20 with estimated total annual Assessment revenues as set forth in the Engineer's Report.

- 11) The mosquito and disease control projects and services to be financed with Assessment proceeds described in the Engineer's Report are hereby ordered.
- 12) No later than the second Monday in August following such adoption, the Board shall file a certified copy of the Assessment and a certified copy of this resolution with the San Benito County Assessor ("County Assessor"). Upon such filing, the County Assessor shall enter on the County assessment roll opposite each lot or parcel of land the amount of Assessment. The Assessments shall be collected at the same time and in the same manner as County taxes are collected and all the laws providing for collection and enforcement of County taxes shall apply to the collection and enforcement of the Assessments. After collection by the County, the net amount of the Assessments, after deduction of any compensation due the County for collection, shall be paid to the San Benito County Mosquito Abatement Program, Mosquito and Disease Control Assessment.
- 13) All revenues from Assessments shall be deposited in a separate fund established under the distinctive designation of the San Benito County Mosquito Abatement Program, Mosquito and Disease Control Assessment. Funds collected from the Assessment shall be expended only for the special benefit of parcels within the San Benito County Mosquito Abatement Program.
- 14) The Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Supervisors regarding the San Benito County Mosquito Abatement Program. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 6<sup>th</sup> DAY OF AUGUST, 2019 BY THE FOLLOWING VOTE:

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

By: \_\_\_\_\_  
Mark Medina, Chair

**ATTEST:**

Janet Slibsager, Clerk of the Board

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

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

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: July 8, 2019

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)  
STATE OF CALIFORNIA  
County of San Benito**

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above entitled matter.

I am the printer and principal clerk of the publisher of the Free Lance, published on line, printed and published in the city of Hollister, County of San Benito, State of California, **FRIDAY, AND ON LINE** for which said newspaper has been adjudicated a newspaper of general circulation by the **Superior Court of the County of San Benito, State of California, under the date of June 19, 1952, Action Number 5330**, that the notice of which the annexed is a printed copy had been published in each issue. Thereof and not in any supplement on the following dates:  
**JULY 19, 26, 2019**

**I, under penalty of perjury that the foregoing is true and correct. This declaration has been executed ON JULY 26, 2019**

**HOLLISTER FREE LANCE  
350 Sixth Street,  
Hollister CA 95023**

/S/ Stacy Sutherland /  
Legal Publications Specialist  
Classified Advertising  
Hollister Free Lance,  
Gilroy Dispatch, Morgan Hill Times,  
Phone # (408) 842-5079  
Fax # (408) 842-3817  
E-mail: [ssutherland@newsvmmedia.com](mailto:ssutherland@newsvmmedia.com)  
Website: [www.sanbenitocountytoday.com](http://www.sanbenitocountytoday.com)

**NOTICE OF PUBLIC HEARING  
FOR THE SAN BENITO COUNTY MOSQUITO**

**ABATEMENT PROGRAM,  
MOSQUITO AND DISEASE CONTROL ASSESSMENT  
FOR FISCAL YEAR 2019-20**

**NOTICE IS HEREBY GIVEN** that the San Benito County Board of Supervisors intends to conduct a public hearing for the CONTINUATION of a benefit assessment in fiscal year 2019-20, as well as the consideration of an annual cost-of-living increase, that funds the San Benito County Mosquito Abatement Program's mosquito, control and disease prevention services and projects in the northwest area of San Benito County.

The public hearing to consider the ordering of services and projects, and the levy of the continued assessments for fiscal year 2019-20 for the San Benito County Mosquito Abatement Program, Mosquito and Disease Control Assessment shall be held on **Tuesday, August 6, 2019 at 9:00 a.m.** (or as soon thereafter as the matter may be heard) at the San Benito County Board of Supervisors located at the County Administrative Building, 481 4th Street, 1st Floor, Hollister, CA. 95023. The proposed assessment rate for fiscal year 2019-20 is ELEVEN DOLLARS AND TWENTY-TWO CENTS (\$11.22) per single-family equivalent benefit unit.

Members of the public are invited to provide comment at the public hearing, or, in writing, which is received by the County, addressed to the Clerk of the Board at the address above, on or before Tuesday, August 6, 2019 before 9:00 a.m. If you desire additional information concerning the above, please contact the San Benito County Mosquito Abatement Program at (831) 637-5344.

Janet Slibsager, Clerk of the Board  
County of San Benito

Dated: July 9, 2019  
Publish Date: July 19, 2019

**(PUB HF 7/19)**



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 10.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Michael Ziman**

**SBC DEPT FILE NUMBER: 790**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Hold a Public Hearing Regarding Acquisition of Real Property located on Buena Vista Road (APN 019-230-002-000) from Graniterock Company in the amount of \$385,000 and approve the Real Property Purchase and Sale Agreement.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

PUBLIC HEARING - Top

**BACKGROUND/SUMMARY:**

County of San Benito has been presented with the opportunity to buy certain real property from Graniterock Company described as APN 019-230-002-000 (on Buena Vista Road across the road from where Buena Vista Road makes a 90 degree turn towards the north) for \$385,000. The County obtained an appraisal and confirmed this is at or below fair market value.

The purchase of real property is exempt from the California Environmental Quality Act (CEQA), pursuant to section 15061(b)(3) of the CEQA Guidelines (the "common sense exemption"), because it can be seen with certainty that there is no possibility that the activity in question may

have a significant effect on the environment, because the property to be acquired is open space land and there currently are no plans and no funding available to develop it, so any potential environmental impacts would be purely speculative at this time. Environmental review will be conducted in the future, at such time as the County may consider plans to develop the property.

The CAO is requesting that the Board of Supervisors hold a public hearing, make the finding that purchase is exempt from CEQA, approve the real property purchase and sale agreement, and authorize the CAO to further negotiate and execute the real property purchase and sale agreement.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

\$385,000.00

**STAFF RECOMMENDATION:**

The CAO recommends that the Board of Supervisors do the following:

1. Hold a public hearing on the proposed purchase;
2. Make the finding that purchase of the subject property is exempt from CEQA pursuant to section 15061(b)(3) of the CEQA Guidelines (the “common sense exemption”), because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, because the property to be acquired is open space land and there currently are no plans and no funding available to develop it, so any potential environmental impacts would be purely speculative at this time. Environmental review will be conducted in the future, at such time as the County may consider plans to develop the property;
3. Approve the real property purchase and sale agreement and authorize the CAO to further negotiate and execute the real property purchase and sale agreement; and
4. Direct the RMA, Planning Division to file a Notice of Exemption with the County Clerk.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Purchase and Sale Agreement	8/1/2019	Cover Memo
Public Hearing Notice	8/1/2019	Backup Material



**PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS  
BETWEEN COUNTY OF SAN BENITO ("BUYER") AND GRANITE ROCK  
COMPANY ("SELLER") AS TO PROPERTY LOCATED ON BUENA VISTA ROAD,  
HOLLISTER, CALIFORNIA**

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") dated as of August 6, 2019 is made and entered into by and between the **COUNTY OF SAN BENITO**, a political subdivision of the State of California ("County" or "Buyer"), and **GRANITE ROCK COMPANY**, a California corporation duly qualified to do business in the State of California ("Seller"). Buyer and Seller together may be referred to hereinafter each as a Party and collectively as the "Parties".

**RECITALS**

- A. Seller owns a parcel of real property totaling approximately 6.3 acres comprised of vacant land, located in the County of San Benito, commonly referred to as APN 019-230-002-000, and as more particularly described in the legal description which is attached hereto and incorporated herein by reference as Exhibit "A" (the "Property").
- B. Upon the terms and conditions set forth herein, Seller desires to sell and Buyer desires to acquire the Property.

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

**AGREEMENT**

**1. Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, the Property. In consideration of Seller's sale of the Property to Buyer, Buyer will (a) pay to Seller the Purchase Price at the Close of Escrow, and (b) perform all of Buyer's other obligations hereunder.

**2. Purchase Price.** The purchase price for the Property that will be conveyed to Seller, shall be Three Hundred Eighty Five Thousand Dollars (\$385,000.00) (the "Purchase Price"). The parties agree that the original asking price of the property was \$450,000, and Seller hereby donates, and the Buyer hereby accepts the difference in the value of the property, as a donation to the County. Seller agrees that it will assume full responsibility for any tax implications of reporting the donation.

**3. Payment.** The Purchase Price shall be paid as follows:

3.1 Deposit. Within ten (10) business days of opening of escrow, County shall deposit into Escrow (as defined below) a check in the amount of Five Thousand Dollars (\$5,000.00) (the "Deposit"). Of the Deposit, One Hundred Dollars (\$100.00) shall be deemed earned by Seller upon its deposit into Escrow and is non-refundable to Buyer (the "Earned

Amount”) but shall be credited to the Purchase Price in the event the purchase of the Property is completed. In the event that Buyer exercises its discretion, as provided herein, to disapprove the purchase at, or any time prior to, the expiration of the Contingency Period, as may be extended herein, then the Deposit less the Earned Amount shall be refunded to the Buyer. In the event the Contingency Period, as may be extended herein, has expired, and Buyer exercises its discretion, as provided herein, to disapprove the purchase prior to the Close of Escrow because (i) any of the remaining conditions prescribed in Section 7.1 below are not waived or satisfied, (ii) Seller is in default of its obligations under this Agreement, or (iii) the Escrow is terminated because of destruction, damage, loss, or material change pursuant to Section 15 herein, then the Deposit less the Earned Amount shall be refunded to Buyer. In the event the purchase of the Property is completed, the Deposit including the Earned Amount shall be applied to the Purchase Price at the Close of Escrow.

3.2 **Cash Balance.** No later than two (2) business days prior to the Closing Date, or such earlier time as is required by Escrow Holder in order for the Closing to occur by the Closing Date, Buyer will deposit into Escrow the balance of the Purchase Price, plus or minus prorations and other adjustments, if any, as set forth in this Agreement, in cash, by confirmed wire transfer of immediately available funds, or by certified or cashier’s check collectible in same day funds.

4. **Opening of Escrow.** Seller shall open escrow (the “Escrow”) with First American Title Company (“Escrow Holder”) no later than five (5) business days after both Parties sign this Agreement (“Opening of Escrow”). This Agreement shall, to the extent possible, act as escrow instructions. The Parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control.

## 5. **Close of Escrow**

5.1 **Definition.** For purposes of this Agreement, the “Close of Escrow” or the “Closing” is the recordation of the Grant Deed from the Seller to Buyer conveying fee simple title for the Property. Seller and Buyer agree to deposit in escrow all instruments, documents, writings, and monies identified or required to close escrow. Escrow shall close when Escrow Holder is in a position to: (a) record the executed Grant Deed to the Property in favor of Buyer; (b) deliver the Title Policy (as defined below) to Buyer; and (c) deliver the Purchase Price to Seller.

5.2 **Closing Date.** The Close of Escrow shall occur within fifteen (15) business days after Buyer removes or waives all contingencies (the “Closing Date”). If the Closing does not occur by the Closing Date, the Closing Date may be extended by mutual agreement of the Parties.

5.3 **Cancellation.** If the Closing does not occur by the Closing Date due to a default by one of the Parties and said date is not extended by mutual agreement of the Parties, the Party not then in default under this Agreement may notify the other Party and Escrow Holder in writing that, unless the Closing occurs within five (5) business days following said notice, the Escrow shall be deemed canceled without further notice or instructions. If both Parties are in default and

the Closing Date is not extended by mutual agreement of the Parties, the Escrow shall be cancelled. All escrow costs of cancellation, if any, will be paid by the defaulting Party or Parties.

## **6. Items to be Delivered at Close of Escrow**

6.1 By Seller. Seller shall execute and deliver to Escrow Holder for delivery to Buyer (a) a Grant Deed in recordable form conveying a fee simple title to the Property, including oil, mineral and water rights if currently owned by Seller; and (b) a CLTA Owner's Policy of Title Insurance, paid equally between Seller and Buyer (or in the alternative, if Buyer so elects, an ALTA Owner's Policy of Title Insurance with Buyer additionally paying for the incremental cost difference between the CLTA and ALTA policy) (as elected, the "Title Policy"), showing that marketable fee title to the Property is vested in Buyer subject only to the "Permitted Exceptions" (as defined in Section 9.2 below). In addition, at least three (3) business days prior to the Closing, Seller shall deliver affidavit or certification satisfactory to Buyer setting forth Seller's address, federal tax identification number and other documents necessary for the purpose of the provisions of Sections 1445 and 7701 of the Internal Revenue Code, or successor statutes, and that Seller is exempt from the withholding provisions of the California Revenue and Taxation Code, as amended. If Seller does not provide such affidavit or certification, Escrow Holder shall at the Closing withhold from Seller's proceeds any amounts as may be required under such federal and state laws.

6.2 By Buyer. Buyer shall deliver to the Escrow Holder for delivery or disbursement at Close of Escrow, funds in an amount equal to the Purchase Price, plus Buyer's share of costs, fees, expenses and prorations to be borne by Buyer pursuant to this Agreement, together with Buyer's Certificate of Acceptance to be attached to and recorded with the Grant Deed.

## **7. Contingencies to Close of Escrow**

7.1 Conditions Precedent to Buyer's Obligations. The Close of Escrow and Buyer's obligations with respect to the transactions contemplated by this Agreement are subject to the following contingencies, which must be satisfied (or waived in writing by the Buyer) by the Closing Date:

a. Title Insurance. The Title Company shall be in a position to provide to Buyer the Title Policy, insuring Buyer in an amount equal to the Purchase Price showing that the marketable fee title to the Property is vested in Buyer, subject only to the Permitted Exceptions (See Section 9.2 below), together with any extended coverage and/or endorsements that the Title Company has agreed to issue in writing prior to the end of the Contingency Period. The cost of the Title Policy shall be paid by the Parties as set forth above.

b. Inspections and Studies. During the Contingency Period, or as extended:

(A) Buyer shall have the right to conduct any and all inspection and evaluations of the Property to Buyer's satisfaction, including a Phase I and Phase II environmental study of the Property; and

(B) Buyer shall have determined that the Property is clean of contamination, toxic and/or hazardous materials, to Buyer's satisfaction. In the event that a Phase II environmental survey is required and finds that remediation is necessary, Buyer may cancel this Agreement at any time prior to the expiration of the Contingency Period (as it may be extended). In the event of such cancellation, Buyer shall be entitled to a refund of the Deposit less the Earned Amount. Seller shall not be obligated to perform or bear the financial burden of any remediation work should any such work be required; Buyer's only remedy if remediation is required is the right to cancel this Agreement with a refund of the Deposit less the Earned Amount.

c. Board of Supervisors Approval. The Close of Escrow is expressly made contingent upon the County Board of Supervisor's authorization to waive contingencies. Buyer retains full and sole discretion to approve or disapprove the purchase for any reason, or without reason. Notwithstanding any provisions to the contrary, if the County Board of Supervisors takes no action within the Contingency Period (as may be extended), it shall be deemed to have disapproved the purchase of the Property and this Agreement shall terminate; in which event then the Deposit less the Earned Amount shall be refunded to the Buyer, the Parties shall split escrow costs incurred to date and neither party shall have any further rights or obligations hereunder, except for those expressly as expressly stated as surviving termination of the Agreement.

d. Representations, Warranties and Covenants of Seller. As of the Close of Escrow, Seller will have duly and materially performed each and every obligation to be performed by Seller hereunder in all material respects; and Seller's express representations and warranties set forth in this Agreement will be true and correct as of the Closing Date in all material respects.

e. Seller's Deliveries. As of the Close of Escrow, Seller will have delivered all the items described in Section 6.1.

f. Expiration of CEQA Statute of Limitation. As a condition to the Close of Escrow, the statute of limitation period under the California Environmental Quality Act, as set forth at California Public Resources Code section 21000, et seq. ("CEQA"), shall have expired.

g. Relocation of Existing Well Easement. As a condition to the Close of Escrow, the relocation of existing well easement on the Property shall have been accomplished to the satisfaction of the County.

h. Condition of the Property. As a condition to the Close of Escrow, County shall have approved the condition of the Property, including being free of trash and trespassers.

The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer, with such waiver to be in writing to Seller. In the event any of the foregoing conditions are neither satisfied nor waived by Buyer prior to the prescribed time period, and Buyer terminates this Agreement by delivering written notice thereof to Seller on or before the applicable date listed in such condition, then all rights, obligations, and liabilities of Seller and

Buyer under this Agreement shall terminate (except for any provisions that expressly survive the termination of this Agreement), and the Deposit less the Earned Amount shall be returned to Buyer.

7.2 Conditions Precedent to Seller's Obligations. The Close of Escrow and Seller's obligations with respect to this transaction are subject to the following conditions precedent: (a) Buyer's delivery to Escrow Holder, on or before the Closing Date, the Purchase Price and the other items described in Section 6.2; and (b) Buyer having duly performed each and every agreement to be performed by Buyer hereunder, and Buyer's representations, warranties, and covenants set forth in this Agreement, continuing to be true and correct as of the Closing date.

The conditions set forth in this Section 7.2 are solely for the benefit of Seller and may be waived only by Seller, with such waiver to be in writing to Buyer.

## **8. Contingency Period**

8.1 Contingency Period. Buyer shall be entitled to ninety (90) business days from Opening of Escrow ("Contingency Period"), or as extended as provided in Section 8.4 below, to conduct any and all physical, economic and environmental inspections, investigations, tests and studies of the Property. Such evaluations may include, but are not limited to the following: phase I and phase II environmental surveys as needed, physical inspection, soils and groundwater tests, soil compaction tests, other engineering feasibility studies, review of any and all governmental regulations, improvement obligations to Buyer's satisfaction, investigation of the suitability of the Property for Buyer's purposes, and such other due diligence as Buyer desires. In the event Buyer needs additional time for the completion of a Phase II environmental survey, the Contingency Period shall be extended as provided in Section 8.4 below.

8.2 Right of Entry. During the Contingency Period, or as extended, Buyer shall have the right, from time to time, at its own sole cost, expense, risk, and hazard, and in all such manner as it may reasonably determine, without material damage being imposed upon the Property, to enter upon the Property to make, or cause to be made, engineering findings in respect thereto, including without limitation, surveying, conducting test borings in order to determine subsoil conditions, and in general, conducting other soil tests, analyses, and studies of the Property necessary to perform the evaluations described in Section 8.1 above. Buyer shall not make nor cause to be made any invasive or destructive testing without the prior written consent of Seller. Buyer will notify Seller, at least two (2) business days in advance of the dates of all tests and investigation and will schedule all test and investigation during normal business hours whenever feasible unless otherwise requested by Seller. Seller shall have the right to be present at any such inspections or testings. Prior to conducting any inspections or testing, Buyer or its consultants shall deliver to Seller a certificate of insurance naming Seller as additional insured (on a primary, non-contributing basis) evidencing commercial general liability and property damage insurance with limits of not less than One Million Dollars (\$1,000,000.00) in the aggregate for liability coverage (plus Medical Expenses coverage with a limit of not less than Five Thousand Dollars (\$5,000.00) per incident), and not less than One Million Dollars (\$1,000,000.00) in the aggregate for property damage. Buyer shall restore the Property to its original condition immediately after any and all testing and inspections conducted by or on behalf of Buyer and Buyer will take all steps necessary to ensure that any conditions on the

Property created by Buyer's testing will not interfere with the normal operation of the Property or create any dangerous, unhealthy, unsightly, or noisy conditions of the Property. Buyer hereby indemnifies and holds Seller and the Property harmless from any and all costs, loss, damages or expenses of any kind or nature arising out of or resulting from any entry and/or activities upon the Property by Buyer and/or Buyer's agents, employees, contractors or consultants; provided, however, such indemnification obligation shall not be applicable to the extent of, or relating to, Buyer's discovery of any pre-existing adverse condition at the Property (provided that the foregoing shall not be construed as relieving Buyer of its obligation to indemnify, defend and hold harmless Seller to the extent that any such pre-existing condition is aggravated by the gross negligence or willful misconduct of Buyer and/or Buyer's representatives in connection with any inspection of the Property).

8.3 Seller's Documents. Within five (5) business days from Opening of Escrow, Seller shall deliver to Buyer copies of any architectural drawings, any and all building permits, certificates of occupancy, soil tests, surveys, engineering studies, and other similar documents in Seller's possession relating to the Property in order to assist Buyer in its feasibility study. Buyer specifically acknowledges and agrees that the Seller has made no representation or warranty of any nature concerning the accuracy or completeness of any documents delivered or made available for inspection by Seller to Buyer ("Due Diligence Documents"), and that Buyer has undertaken such inspections of the Property as Buyer deems necessary and appropriate and that Buyer is relying solely upon such investigations and not on any of the Due Diligence Documents or any other information provided to Buyer by or on behalf of Seller. As to the Due Diligence Documents, Buyer specifically acknowledges that they have been prepared by third parties and Buyer acknowledges and agrees that no warranty or representation, express or implied, has been made, nor shall any be deemed to have been made, to Buyer with respect thereto, either by Seller or by any third parties that prepared the same.

8.4 Extension of Contingency Period. In the event Buyer needs additional time for the completion of a Phase II environmental survey, the Contingency Period shall be extended to reasonably accommodate its completion, not to exceed an additional two months, unless otherwise agreed to by the parties.

## **9. Title Insurance**

9.1 Preliminary Title Report. Seller shall endeavor to have Title Company deliver to Buyer within five (5) business days of Opening of Escrow a current preliminary title report, with copies of all recorded documents that are listed as exceptions as referenced or described therein. All easements are to be color coded and plotted on a plat map. Buyer shall have sixty (60) calendar days following Buyer's receipt of said documents to review and to notify Seller in writing of any title exceptions contained in the preliminary title report that are not satisfactory to Buyer in its sole and absolute discretion ("Title Objections").

9.2 Cure Period. In the event Buyer notifies Seller within the period described above of any Title Objections, Seller may, on or before ten (10) calendar days after receipt of such notice, deliver written notice to Buyer that Seller has agreed to: (a) cause the Title Objections to be deleted from the preliminary title report, or (b) cause the title insurer to expressly waive or

insure over such Title Objections at or prior to the Close of Escrow. If Seller fails to deliver such notice or in such notice elects not to cause all of the Title Objections to be removed, waived, or insured over, then Buyer may, within ten (10) calendar days after Buyer's receipt of such notice from Seller (or after the expiration of the time period for Seller to give such notice if Seller did not give such notice), by written notice to Seller choose in Buyer's sole discretion to terminate this Agreement or take title subject to any Title Objections that have not been removed, waived, or insured over ("Buyer's Decision"). If Buyer does not deliver its Buyer's Decision to Seller within such ten (10) calendar day time period, then Buyer shall be deemed to have disapproved all title matters that Buyer previously disapproved in its title objection notice and this Agreement shall terminate; in which event, then the Deposit less the Earned Amount shall be refunded to the Buyer, the Parties shall split escrow costs incurred to date and neither party shall have any further rights or obligations hereunder, except for those expressly stated as surviving termination of the Agreement. All title matters approved by Buyer or deemed approved by Buyer under this Section 9.2 together with any other exceptions approved in writing by Buyer shall constitute the "Permitted Exceptions."

9.3 **Title Insurance.** Upon the Close of Escrow, Seller and Buyer shall direct the Title Company to provide Buyer with the Title Policy insuring that title to the Property is vested in Buyer subject only to the Permitted Exceptions.

**10. Seller's Representations and Warranties.** Seller represents and warrants that:

10.1. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements (except possibly for an water line easement claimed to exist by a neighboring landowner, which if existing is to be relocated), and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and is not aware of rights of way of any nature, not disclosed by the public record, and, at Close of Escrow, will have the power to sell, transfer and convey all right, title and interest in the Property, subject only to the Permitted Exceptions.

10.2. Seller has no knowledge of any pending litigation involving the Property.

10.3. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code, statute, regulation, or judicial order (including, but not limited to, fire protection and Americans with Disability Act requirements) pertaining to the Property.

10.4. As of the date Seller has executed this Agreement, and throughout the escrow period and at closing, Seller has no intention of filing for protection under the bankruptcy laws of the United States, and Seller shall not have made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature or have been adjudicated bankrupt or have filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under federal bankruptcy law or any other similar law or statute of the United States or any state and no such petition shall have been filed against it.



10.5. To the best of Seller's knowledge, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Seller relating to environmental matters.

10.6 Except as otherwise disclosed herein and/or in Seller's Documents, to the best of Seller's knowledge, there are no Hazardous Materials on the Property and Seller has not caused any release, use, generation, discharge, storage or disposal of any Hazardous Materials on, in, under, or otherwise affecting all or any portion of the Property in violation of applicable law.

As used herein, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material, sewage, or waste which is regulated, controlled or prohibited by statute, rule, regulation, decree or order of any governmental authority, the State of California, or the United States government currently in effect. The term "Hazardous Material" includes, without limitation, any material or substance which is (a) defined as "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5, sections 25100 et seq., (hazardous waste Control Law); (b) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 ("CPTHSA Act"); (c) defined as "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Material release Response Plans and Inventory Act); (d) defined as "hazardous substance" under Section 25821 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (e) petroleum; (f) asbestos; (g) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11, of Title 22 of the California Administrative Code, Division 4, Chapter 20; (h) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. 1321); (i) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (j) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization act of 1986, 42 U.S.S. Section 9601 et seq. (42 U.S.C. Section 9601) ("CERCLA"); or (k) defined as a "waste" under the California Porter-Cologne Water Quality Control Act, section 13050 of the California Water Code.

10.7 There are no oral or written leases, rental agreements, service contracts or other related agreements, licenses, and permits affecting all or any portion of the Property.

10.8 In the event Seller, prior to Close of Escrow, becomes aware of adverse conditions materially affecting the Property, any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items.

10.9 All representations, warranties, covenants, and other obligations described in this Agreement shall survive the delivery of the Grant Deed or the termination of this Agreement, as applicable, for a period of one (1) year.

10.10 Seller acknowledges that it has a duty to disclose to Buyer, and has disclosed to Buyer, all conditions known to Seller materially affecting the Property.

11. **Seller's Pre-Closing Covenants.** So long as this Agreement remains in full force and effect:

11.1 Without the prior written consent of Buyer, Seller will not convey any interest in the Property and will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date which will not be eliminated prior to the Close of Escrow, other than as may be required by any applicable government or quasi-governmental authority or by a provider of utility services and except as may be otherwise provided for in this Agreement.

11.2 Seller will not make any material alterations to the Property without Buyer's consent, which consent will not be unreasonably withheld or delayed. Seller will maintain the Property in substantially the same condition as of the Effective Date.

11.3 Seller represents that there are no existing contracts relating to the provision of goods or services to the Property. Seller agrees that, without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed, Seller will not enter into any contract or agreement providing for the provision of goods or services to or with respect to the Property or the operation thereof unless such contracts or agreements can be terminated by the Closing Date. Seller will not enter into any leases for any portion of the Property without Buyer's written consent, which consent will not be unreasonably withheld or delayed.

## 12. **Expenses and Fees**

12.1 Seller will pay:

- a. 1/2 of the premium for the CLTA title insurance policy;
- b. The cost of any title policy endorsements or other curative measures to remove and/or cure Buyer's Title Objections to the satisfaction of Buyer;
- b. 1/2 of all escrow fees and other recording charges;
- c. All city, county and state documentary transfer taxes;
- d. Any delinquent real estate taxes;
- e. Any real estate brokerage fees or commissions owed in connection with the sale of the Property;

- f. Seller's share of prorations.

12.2 Buyer will pay:

- a. 1/2 of the premium for the CLTA title insurance policy;
- b. The incremental cost of an ALTA policy, if Buyer elects to have an ALTA policy.
- c. 1/2 of all escrow fees and other recording charges; and
- d. Buyer's share of prorations.

12.3 Except as otherwise set forth herein, Buyer and Seller will each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. All other normal costs and expense of the Escrow will be allocated between Buyer and Seller in accordance with the customary practice in the county in which the Property is located.

**13. Prorations**

13.1 Taxes and Assessments. All non-delinquent real estate taxes and assessments on the Property will be prorated as of the Close of Escrow based on the actual current tax bill. If the Close of Escrow occurs before the real estate taxes are fixed for the tax year in which the Close of Escrow occurs, the apportionment of real estate taxes will be made on the basis of the real estate taxes for the immediately preceding tax year applied to the latest assessed valuation. All delinquent taxes and all delinquent assessments, if any, on the Property will be paid at the Close of Escrow from funds accruing to Seller. All supplemental taxes billed after the close of Escrow for periods prior to the Close of Escrow will be paid promptly by Seller. Seller expressly reserves: (a) the right (but shall have no obligation) to commence, prosecute and complete any and all contests and appeals that may be available with respect to real estate taxes and assessments pertaining to the Property which are allocable to the period prior to the Close of Escrow; and (b) any and all refunds and proceeds that may be payable as a result of any such contests or appeals of real estate taxes and assessments, and such refunds and proceeds shall not constitute a portion of the Property to be conveyed hereunder. Any tax refunds received by Buyer which are allocable to the period prior to the Close of Escrow will be paid by Buyer to Seller. Pursuant to California Revenue and Taxation Code section 4986(a)(6), as of Close of Escrow, property taxes for the period after the Close of Escrow shall be cancelled prospectively to the extent as may be allowed by law.

13.2 Utilities. Seller will notify all utility companies servicing the Property if any, of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. In addition to the final Purchase Price, Buyer will pay to Seller an amount equal to the

total of all utility deposits held by utility companies and Seller will assign to Buyer all of Seller's right, title and interest in any such utility deposits; provided, however, Seller reserves the right to receive a return of such utility deposits and in such event, Buyer will arrange for substitute deposits with the utility companies as may be required. If following the Close of Escrow either Buyer or Seller receives a bill for utilities, or other services approved in writing or ordered by such party and provided to the Property for the period in which the Close of Escrow occurred, Buyer and Seller will equitably prorate the bill as of the Close of Escrow.

13.3 Method of Proration; Survival. All prorations will be made as of the date of Close of Escrow based on 365-day year or a 30-day month, as applicable. The obligations of Seller and Buyer to prorate and adjust revenues and expenses of the Property shall survive the Close of Escrow.

**14. Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

14.1 Funds. Disburse all funds deposited with Escrow Holder by Buyer in payment of the final Purchase Price for the Property as follows:

- a. Deliver to Seller the final Purchase Price, less the amount of all items, costs, and prorations chargeable to the account of Seller; and
- b. Disburse the remaining balance, if any, of the funds deposited by Buyer to Buyer, less amounts chargeable to Buyer.

14.2 Recording. Cause the Grant Deed (with documentary transfer tax information affixed) and Buyer's Certificate of Acceptance to be recorded with the County Recorder for the San Benito County and obtain conformed copies therefor for distribution to Buyer and Seller.

14.3 Title Policy. Direct the Title Company to issue Title Policy to Buyer.

14.4 Delivery of Documents to Buyer or Seller. Deliver to Buyer documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

**15. Possession and Occupancy; Risk of Loss; Casualty or Condemnation.** Buyer shall be entitled to the possession of the Property immediately following the Close of Escrow. All risk of loss or damage to the Property shall pass from Seller to Buyer at Closing. In the event of a casualty that causes material damage to the Property costing more than \$10,000 or more to repair or cure or a condemnation proceeding commenced prior to Closing, Buyer shall deliver to Seller within five (5) business days after Buyer's receipt of notice of such casualty or condemnation, written notice of Buyer's election to either: (a) terminate this Agreement, in which event the Deposit less the Earned Amount shall be refunded to the Buyer, the Parties shall split escrow costs incurred to date and neither party shall have any further rights or obligations hereunder, except for those expressly stated as surviving termination of the Agreement, and Seller shall be entitled to all insurance proceeds, compensation, awards and other payments or relief resulting

from such casualty or condemnation proceedings; or (b) continue to proceed under this Agreement to close Escrow without adjustment to the Purchase Price or any of the other provisions of this Agreement, in which event upon the Closing, Seller shall assign to Buyer any insurance proceeds, compensation, award, or other payments or relief resulting from such casualty or condemnation proceedings to the extent allocable to the Property. If Buyer fails to deliver such election in writing within said five (5) day period, it shall be deemed to have elected to proceed under clause (b) immediately preceding.

**16. Real Estate Broker.** Seller shall be responsible for payment of any brokers' fees or commissions owed in connection with the sale of the Property. Buyer has not incurred any obligations for real estate commissions, finder's fees or any similar fees in connection with the transaction contemplated herein. If any person asserts a claim for commission or finder's fees in connection with this transaction, the party through whom that person makes its claim will indemnify, hold harmless, and defend the other party from such claim and all expenses, including reasonable attorney's fees, incurred by the other party in defending the claim. The execution of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties to any person or entity not a party to this Agreement.

**17. Time is of the Essence.** Time is of the essence of this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by Buyer and Seller. In the event that any date specified in this Agreement falls on Saturday, Sunday or a Holiday (as defined in Section 6700 of the California Government Code) (each a "Non-Business Day"), such date shall be deemed to occur on the next business day. For purposes of this Agreement, a "business day" shall mean a day other than a Non-Business Day.

**18. Notices.** All communications and notices required or permitted by this Agreement shall be given in writing in the manner set forth below, addressed to the party to be served at the addresses written below, or at such other address for which that party may have given notice under the provisions of this Section. Any notice or communication given by (a) mail shall be deemed to have been given four business days after it is deposited in the United States mail with proof of mailing, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day (not including Saturday) immediately following the date it was deposited with such common carrier; (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile or email shall be deemed to have been given on the date of transmission of the entire communication, provided that (i) such transmission occurs during 8:00 a.m. and 5:00 p.m., California time, on business days, and (ii) the sending party sends a hard copy of the original transmitted document(s) following the electronic transmission, by one of the methods described in subsections (a), (b) or (c) above.

SELLER: Granite Rock Company  
Attn: \_\_\_\_\_  
P.O. Box 50001  
Watsonville, CA 95077

with a copy to: Granite Rock Company  
Attn: Kevin Jeffrey  
P.O. Box 50001  
Watsonville, CA 95077

BUYER: County of San Benito  
Board of Supervisors  
Attn: Clerk of the Board  
481 Fourth Street, First Floor  
Hollister, CA 95023

with a copy to: County of San Benito  
Chief Administrative Officer  
Attn: Ray Espinosa  
481 Fourth Street, First Floor  
Placerville, CA 95667

**19. Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

**20. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce the provisions of this Agreement shall be brought in the Superior Court of the County of San Benito.

**21. Headings.** The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

**22. Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

**23. Attorney's Fees.** In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

**24. Severability.** In the event that any provision of this Agreement shall be adjudicated void, illegal, invalid, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect.

**25. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. This Agreement shall not be strictly construed for or against any party.

26. **Warranty of Authority.** The Parties to this Agreement warrant and represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

27. **County Contract Administrator.** The County officer or employee with responsibility for administering this Agreement is the Chief Administrative Officer, or his successor or designee.

28. **Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit and protection of the Parties hereto. No condition, covenant, waiver or release contained herein made or given by Seller or Buyer is intended to run to the benefit of any person not a party to this Agreement unless otherwise expressly set forth herein.

29. **Successors and Assigns.** Buyer shall have full and sole discretion to assign this Agreement without Seller's consent. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, executors, assigns and successors in interest.

30. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date last written below ("Effective Date").

*[ signatures appear on following page ]*



**BUYER:**

**COUNTY OF SAN BENITO,  
a political subdivision of the State of California**

By: \_\_\_\_\_  
Mark Medina  
Chair, Board of Supervisors

Date: August \_\_\_, 2019

**ATTEST:**

Janet Slibsager  
Clerk of the Board

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

**APPROVED AS TO LEGAL FORM:**

County Counsel of San Benito County

By: \_\_\_\_\_  
Barbara Thompson, County Counsel

**SELLER:**

**GRANITE ROCK COMPANY,  
a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: August \_\_\_, 2019

## Exhibit A

### Legal Description

**BEING ALL OF** that certain Lot 13 of Riverside Farm according to the map thereof, recorded July 28, 1892, in Book 1 of Maps, page 56, San Benito County Records, and being a portion of that certain Parcel One described in the Grant Deed and conveyed by Carmel C. Martin Jr., to Bushmont Company, a California Corporation, recorded August 2, 1970, in Volume 359 of Official Records, page 196, San Benito County Records, and shown on that certain Record of Survey map for Ray Dassell, recorded March 31, 1952, in Book 5 of Maps, page 24, San Benito County Records, bounded by a line more particularly described as follows:

**BEGINNING AT** the southeasterly corner of the above said Parcel One, said corner being common to the southwesterly corner of the above said Lot 13 and running along the southerly line thereof South 87°00'00" East, 330.00 feet to the southeasterly corner thereof; thence along the easterly line of said Lot 13 North 01°18'00" East, 660.00 feet to the northeasterly corner thereof; thence along the northerly line of said Lot 13 North 87°00'00" West, 330.00 feet, to the northeasterly corner of the above said Parcel One; thence along the northerly line thereof North 87°00'00" West, 17.50 feet to the corner common to Homestead Lots 18, 19, and 30 of the San Justo Rancho according to the map thereof, recorded July 21, 1876, in Volume 1 of Maps, page 64, San Benito County Records; thence along the northerly line of said Homestead Lot 30 and the above said Parcel One North 86°57'30" West, 84.84 feet to the northeasterly corner of that certain parcel of land conveyed to Willis G. Pack and wife, by Deed, from Ray L. Dassell and wife, dated November 15, 1957 and recorded January 17, 1958 in Volume 237 of Official Records, at page 355, San Benito County Records; thence along the easterly line thereof South 01°55'00" West, 169.51 feet; thence South 13°49'00" West, 178.69 feet to the southeasterly corner of said parcel conveyed to Pack; thence leaving the boundary line of the said parcel conveyed to Pack South 22°49'23" East, 349.58 feet to the **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that parcel of land described in the Deed from Mary A. Chapman to James A. Cushman et al, dated June 11, 1913 and recorded September 22, 1913, in Volume 49 of Deeds, at Page 368, San Benito County Records.

**RESERVING AN EASEMENT**, 30 feet wide, for access and utility purposes, the northerly and westerly lines of which are described as follows:

Beginning at a point in the westerly line of Buena Vista Road, 40 feet wide as shown on that certain Record of Survey map for Ray Dassell, recorded March 31, 1952, in Book 5 of Maps, page 24, San Benito County Records, at the intersection thereof with the northerly line of Lot 14 of Riverside Farms, according to the map thereof recorded July 28, 1892, in Volume 1 of Maps, page 56, San Benito County Records; thence along the said northerly line of Lot 14 North  $86^{\circ}57'30''$  West, 64.84 feet to a point in the easterly line of the above said parcel of land conveyed to Willis G. Pack; thence along the said easterly line South  $1^{\circ}55'00''$  West, 169.69 feet; thence South  $13^{\circ}49'00''$  West, 178.69 feet to the southeasterly corner of said parcel conveyed to Pack.

The southerly line of the above described strip is to be extended or shortened to terminate on the westerly line of Buena Vista Road, and the easterly line of which is to be extended to terminate on the southerly line of the above described Parcel 2.

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)  
STATE OF CALIFORNIA  
County of San Benito**

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above entitled matter.

I am the printer and principal clerk of the publisher of the Free Lance, published on line, printed and published in the city of Hollister, County of San Benito, State of California, **FRIDAY, AND ON LINE** for which said newspaper has been adjudicated a newspaper of general circulation by the **Superior Court of the County of San Benito, State of California, under the date of June 19, 1952, Action Number 5330**, that the notice of which the annexed is a printed copy had been published in each issue. Thereof and not in any supplement on the following dates:

**JULY 12, 19, 26, 2019**

I, under penalty of perjury that the foregoing is true and correct. This declaration has been executed **ON JULY 26, 2019**

**HOLLISTER FREE LANCE  
350 Sixth Street,  
Hollister CA 95023**

/S/ Stacy Sutherland /  
Legal Publications Specialist  
Classified Advertising  
Hollister Free Lance,  
Gilroy Dispatch, Morgan Hill Times,  
Phone # (408) 842-5079  
Fax # (408) 842-3817  
E-mail: [ssutherland@newsvmmedia.com](mailto:ssutherland@newsvmmedia.com)  
Website: [www.sanbenitocountytoday.com](http://www.sanbenitocountytoday.com)

**PUBLIC HEARING AND NOTICE OF INTENTION TO  
PURCHASE REAL PROPERTY**

**NOTICE IS HEREBY GIVEN** that it is the intention of the Board of Supervisors of the County of San Benito, State of California to purchase a parcel of land, located at Buena Vista Road, across where Buena Vista Road makes a 90 degree turn to the North, located West of Hollister (APN 019-230-002) in San Benito County for the sum of Three Hundred Eighty Five Thousand Dollars (\$385,000), from Graniterock (the Seller), with the remainder of the fair market value of the property being donated to the County. The total acreage of the parcel of land to be acquired after a lot line adjustment will be roughly 6.3 acres

Interested persons may contact the Clerk of the Board, Janet Slibsager, 481 Fourth St, Hollister, CA 95023, 831-636-4000, ext. 13, or at [jslibsager@cosb.us](mailto:jslibsager@cosb.us), to be sent a copy of the draft purchase agreement.

Please contact the County Counsel's Office for a legal description, at [bthompson@cosb.us](mailto:bthompson@cosb.us)

NOTICE IS HEREBY GIVEN that the purchase of Real Property will be consummated by the Board of Supervisors of the County of San Benito, State of California, on **August 6, 2019, at 9:00 a.m.**, in the Board Chambers, County Administration Building, 481 Fourth Street, Hollister, CA 95023. No obligation will arise against the County and in favor of the Seller with respect to the purchase of Real Property described herein until the Board of Supervisors approves the purchase on the date named above.

Janet Slibsager, Clerk of the Board

Date: July 5, 2019

Publish, July 12, July 19, July 26, 2019

**(PUB HF 7/12, 7/19, 7/26)**



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 11.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Harry Mavrogenes**

**AGENDA ITEM PREPARER: Lauren Hull**

**SBC DEPT FILE NUMBER: CSA's**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - H. MAVROGENES**

Hold a public hearing and adopt a resolution imposing a fee/tax assessment in FY 2019/2020 for utilities and services provided to County Service Areas (CSAs); and adopt resolutions authorizing the County Auditor to levy a special tax and establish the 2019/2020 tax within Community Facilities Districts (CFDs).

SBC FILE NUMBER: CSA'S

RESOLUTION NO: 2019-74, RESOLUTION NO: 2019-75, RESOLUTION NO. 2019-76

**AGENDA SECTION:**

PUBLIC HEARING - Top

**BACKGROUND/SUMMARY:**

County Service Area (CSA) Nos. 16 (Holliday Estates), 21 (Long Acres), 22 (Cielo Vista), 23 (Rancho San Joaquin), 24 (Santa Ana Acres), 28 (Heatherwood/Foxhill), 31 (Stonegate), 34 (Ausaymas Estates), 35 (Union Heights), 42 (Lemmon Acres), 46 (Quail Hollow), 47 (Oak Creek), 48 (Dry Creek), 50 (Dunneville), 51 (Comstock), 53 (Riverview), 54 (Pacheco Creek Estates), 55 (Creekside 6), and Community Facility District (CFD) No. 2015-01 (Santana Ranch) and 2018-01 (Residential Services) are the consumers of various services provided by the County. These services vary among the different

CSA/CFDs but may include water and wastewater treatment, storm drainage maintenance, road maintenance, landscape maintenance, utilities, and certain other governmental services.

Each year, a Public Hearing is conducted and a resolution adopted implementing the applicable fees/taxes on CSA/CFDs as found in the Fee/Tax Report.

- **CSA Fee Report**

The maximum fees/taxes and the actual fees/taxes levied for each CSA have both remained the same as the previous year, with the exception of CSA #55. The maximum special tax for CSA #55 has increased based on the Consumer Price Index (CPI) change of 3.86% from \$1,044.28 to \$1,084.59. However, it is important to note that the actual special tax levied is remaining the same as last year at \$640.06.

Significant changes from the previous FY 2018/2019 report include the following:

The additional fee levied for the CSA #31 - Stonegate well project has been removed, as the project has been completed.

The total Equivalent Dwelling Unit (EDU) count for CSA #35 - Union Heights was updated from 21.3175 (21 developed residential parcels and 1 undeveloped residential parcel) to 22 (22 developed residential parcels).

The total EDU count for CSA #47 - Oak Creek was updated from 87.5 (87 developed residential parcels and 2 undeveloped residential parcels) to 89 (89 developed residential parcels).

The total EDU count for CSA #54 - Pacheco Creek was updated from 6.653 (6 developed residential parcels and 3 undeveloped residential parcels) to 9 (9 developed residential parcels).

Based on the foregoing, the attached resolution imposes the fees/special taxes as identified in the FY 2019/2020 fee report.

**CFD No. 2015-01 (Santana Ranch)**

- On November 2, 2010, the County entered into a development agreement with the Santana Ranch Landowners as the first step to creating a new housing subdivision called Santana Ranch CFD.

On September 8, 2015, the San Benito County Board of Supervisors adopted a resolution ordering the formation of Santana Ranch CFD and that a special tax, sufficient to pay the costs for facilities, services, and administrative expenses, be levied annually within the CFD.

On February 21, 2017, the San Benito County Board of Supervisors adopted a resolution levying special taxes within the Santana Ranch CFD.

Based on the foregoing, the attached resolution authorizes and levies special taxes within the Santana Ranch CFD at a rate of \$662.58 per parcel for FY 2019/2020. This action is required in order place this on the tax roll.

**CFD No. 2018-01 (Residential Services)**

On September 25, 2019, the San Benito County Board of Supervisors adopted a resolution ordering the formation of CFD No. 2018-01 (Residential Services) and that a special tax, sufficient to pay the costs for facilities, services, and administrative expenses, be levied annually within the CFD. Also on September 25, 2019, the San Benito County Board of Supervisors adopted a resolution directing the recording of notice of a special tax lien for CFD No. 2018-01.

Based on the foregoing, the attached resolution authorizes and levies special taxes within CFD No. 2018-01 at a maximum rate of \$1,523.81 per developed residential unit in Tax Zone No. 1 (Brigantino), \$1,760.39 for Tax Zone No. 2 (Bennet Ranch), and \$792.97 for Tax Zone No. 3 (The Bluffs) and \$923.06 for Tax Zone No. 3 contingent special tax rate (The Bluffs).

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

1. Hold a Public Hearing with regard to County Service Areas (CSA) Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 and 55 and Community Facilities District (CFD) Nos. 2015-01 and 2018-1.
2. Receive and file Fee/Tax Report.
3. Adopt resolution imposing and providing for the levy of the applicable fees/taxes on CSAs as found in the Fee/Tax Report.
4. Adopt resolution authorizing the County Auditor to levy a special tax and establish the 2019-20 tax rate for CFD #2015-1 (Santana Ranch)
5. Adopt resolution authorizing the County Auditor to levy a special tax and establish the 2019-20 tax rate for CFD #2018-1 (Residential Services).

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
CSA Fee Report 19/20	7/30/2019	Yearly Report
CSAs Resolution	7/30/2019	Resolution
CFD 2015-01 Resolution	7/30/2019	Resolution
CFD 2018-01 Resolution	7/30/2019	Resolution
Public Hearing Notice	7/30/2019	Backup Material





**COUNTY SERVICE AREAS**  
**PROPERTY-RELATED FEE REPORT**

NO. 16 (HOLIDAY ESTATES)  
NO. 21 (LONG ACRES)  
NO. 22 (CIELO VISTA)  
NO. 23 (RANCHO SAN JOAQUIN)  
NO. 24 (SANTA ANA ACRES)  
NO. 28 (HEATHERWOOD)  
NO. 31 (STONEGATE)  
NO. 34 (AUSAYMAS ESTATES)  
NO. 35 (UNIONHEIGHTS)  
NO. 42 (LEMMON ACRES)  
NO. 46 (QUAIL HOLLOW)  
NO. 47 (OAK CREEK)  
NO. 48 (DRY CREEK)  
NO. 50 (DUNNEVILLE)  
NO. 51 (COMSTOCK)  
NO. 53 (RIVERVIEW)  
NO. 54 (PACHECO CREEK ESTATES)  
NO. 55 (CREEKSIDE 5 & 6)

**FISCAL YEAR 2019/2020**

**August 6, 2019**

**COUNTY SERVICE AREA NOS. 16, 21, 22, 23, 24, 28, 31, 34,  
35, 42, 46, 47, 48, 50, 51, 53, 54 and 55**

**COUNTY OF SAN BENITO**  
Resource Management Agency  
2301 Technology Parkway, 2<sup>nd</sup> Floor  
Hollister, CA 95023  
Telephone: (831) 636-4170  
Fax: (831) 636-4176

**BOARD OF SUPERVISORS**

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Anthony Botelho, District No. 2

Peter Hernandez, District No. 3

Jim Gillio, District No. 4

Jaime De La Cruz, District No. 5

**COUNTY STAFF**

Harry Mavrogenes, Resource Management Agency Director

Scott Lines, Administrative Services Manager

Joe Paul Gonzalez, Auditor

Barbara Thompson, County Counsel

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# 1. INTRODUCTION AND BACKGROUND

## 1.1. Introduction

The purpose of the proposed property-related fees and special taxes covered by this report is to provide the recommended Equivalent Dwelling Unit (EDU) charge being levied for 18 County Service Areas in Fiscal Year 2019-20: No. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 and 55. The recommended fees, or for CSA 55 the recommended special taxes, provide the funding required for capital improvements (discussed below) and the maintenance and operations of infrastructure. The recommended fees are property-related fees, authorized pursuant to the County Service Area Law - Government Code § 25210, et. seq. (§ 25215.5 in particular), and the recommended special taxes are authorized pursuant to the County Service Area law § 25215.2.

CSA No. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 and 55 were established by Resolution of the Board of Supervisors ("Board") of the County of San Benito, State of California ("County") pursuant to the County Service Law, as noted below.

Formation Date	Resolution	CSA No.	County Service Area Name	Parcel Count	EDU Count
4/21/1980	80-54	16	Santa Ana/Holiday Estates	84	87.25
4/1/1987	87-42	21	Long Acres	22	22
1/29/1987	87-43	22	Cielo Vista	78	76
4/1/1987	87-44	23	Rancho San Joaquin	30	32
5/15/1987	87-56	24	Santa Ana Acres	27	31
2/1/1988	88-10	28	Heatherwood/Fox Hill	48	49
11/7/1988	88-143	31	Stonegate	74	73
11/6/1989	89-156	34	Ausaymas Estates	7	7
9/25/1990	90-117	35	Union Heights	25	22
7/12/1994	94-84	42	Lemmon Acres	28	30
2/1/1996	96-59	46	Quail Hollow	111	109
6/25/1996	96-81	47	Oak Creek	90	89
7/23/1996	96-94	48	Dry Creek	19	20
1/29/1998	98-85	50	Dunneville	31	30
9/8/1998	98-119	51	Comstock Estates	34	34
7/29/1999	99-105	53	Riverview Estates	59	57
Circa 2001	Unavailable	54	Pacheco Creek Estates	11	9
2014	Unavailable	55	Creekside 5	9	8
			Creekside 6	6	6
TOTAL:			18 County Service Areas	793	791.5

The services provided by each County Service Area (“CSA”) vary. However, at the time each CSA was formed, the types of extended County services proposed to be provided generally included, but were not limited to:

- Police<sup>1</sup>
- Fire protection<sup>2</sup>
- Street lighting
- Storm drainage maintenance
- Road maintenance, including sweeping
- Wastewater treatment
- Water treatment
- Landscape maintenance
- Open space maintenance
- Recreation maintenance
- Refuse and garbage collection

## 1.2. Background

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The Legislature recognized that unprecedented growth in unincorporated areas in counties created a burden on local government to provide extended services such as police and fire protection; local park, recreation, or parkway facilities and services; water service; sewer service; street sweeping; street lighting; landscaping; storm drain maintenance; and road maintenance. Recognizing the duty of counties to adequately meet the needs of such areas for extended governmental services and also recognizing that such areas should pay for the extended services provided, County Service Areas (CSAs) were established as an alternative mechanism to provide the extended governmental services and to collect service fees to cover such services.

Public Works staff estimates each County Service Area budget annually. The estimated annual budget is based on prior year work effort, planned and CSA requested future services and inflationary factors. It also includes maintenance, repair, and capital improvements. An analysis is conducted on the revenue and reserve balances to determine the fees and charges, or for CSA 55 the special tax, for the upcoming fiscal year.

The resulting Fiscal Year 2019/2020 adopted budgets are included in this report. The report includes a description of the extended services and the proposed property-related fee or special tax for each Equivalent Dwelling Unit. Notice was published in the local newspaper regarding the public hearing scheduled for August 6, 2019, at which time the budgets and property-related fee and special tax for Fiscal Year 2019/20 will be recommended for approval by the Board of Supervisors.<sup>3</sup>

## 1.3. Boundaries of the County Service Areas

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### County Service Area No. 16 – Holiday Estates/Santa Ana Estates

Holiday Estates/Santa Ana Estates is located in the unincorporated area of the County of San Benito north of Santa Ana Road, east of Rosebud Avenue and along Daffodil Drive and Jonquil Lane. The other portion of Holiday Estates/Santa Ana Estates is located south of Sunnyslope Road, east of Sunnyslope Lane and west of Fairview Road. Holiday Estates/Santa Ana Estates has 84 parcels as follows: 83 developed residential and 1 undeveloped vacant land residential.

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<sup>1</sup>Police services are currently provided to the public at large and are not funded through a CSA fee.

<sup>2</sup>services are currently provided to the public at large and are not funded through a CSA fee.

<sup>3</sup> The budgets for the CSAs were formally adopted in the County's annual budget process at the June 24, 2019 budget hearings.

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

**County Service Area No. 21 – Long Acres**

Long Acres is located in the unincorporated area of the County of San Benito south of Santa Ana Acres, west of Fairview Road and east of Santa Ana Court. Long Acres has 22 parcels all of which are developed residential.

**County Service Area No. 22 – Cielo Vista**

Cielo Vista is located in the unincorporated area of the County of San Benito north of Airline Highway and west of Fairview Road. Cielo Vista has 78 parcels as follows: 76 developed residential, 1 developed land treatment plant facility and 1 undeveloped land detention pond.

**County Service Area No. 23 – Rancho San Joaquin**

Rancho San Joaquin is located in the unincorporated area of the County of San Benito north of Spring Grove Road, south of Comstock Road and east of Fairview Road. Rancho San Joaquin has 30 parcels, all of which are developed residential.

**County Service Area No. 24 – Santa Ana Acres**

Santa Ana Acres is located in the unincorporated area of the County of San Benito north of Santa Ana Road, south of Franny Brick Lane and west of Rosebud Avenue. Santa Ana Acres has 27 parcels, all of which are developed residential.

**County Service Area No. 28 – Heatherwood**

Heatherwood is located in the unincorporated area of the County of San Benito south of John Smith Road, north of Airline Highway east of Fairview Road and west of Best Road, a portion of Heatherwood is located east of Best Road, north of Airline Highway and south of John Smith Road. Heatherwood has 48 parcels, all of which are developed residential.

**County Service Area No. 31 – Stonegate**

Stonegate is located in the unincorporated area of the County of San Benito east of Airline Highway and north of Quien Sabe Road. Stonegate has 74 parcels as follows: 73 developed, and 1 communal lot with tennis courts and a community park area.

**County Service Area No. 34 – Ausaymas**

Ausaymas is located in the unincorporated area of the County of San Benito south of Comstock Road, east of Rockie Road and along Ausaymus Court. Ausaymas has 7 parcels, all of which are developed residential.

**County Service Area No. 35 – Union Heights**

Union Heights is located in the unincorporated area of the County of San Benito northeast of Union Road, west of Riverside Road and along Union Heights Drive. Union Heights has 25 parcels as follows: 22 developed residential, and 3 undeveloped open space.

**County Service Area No. 42 – Lemmon Acres**

Lemmon Acres is located in the unincorporated area of the County of San Benito north of Santa Ana Road, west of Fairview Road and east of Prater Way. Lemmon Acres has 28 parcels, all of which are developed residential.

**County Service Area No. 46 – Quail Hollow**

Quail Hollow is located in the unincorporated area of the County of San Benito south of Enterprise Road, north of Donald Drive and east of Oak Creek Drive. Quail Hollow has 111 parcels as follows: 109 developed residential and 2 undeveloped open space.

**County Service Area No. 47 – Oak Creek**

Oak Creek is located in the unincorporated area of the County of San Benito north of Quail Ridge Way, south of Enterprise Road and west of Quail Hollow Drive. Oak Creek has 90 parcels as follows: 89 developed residential, and 1 undeveloped open space.

**County Service Area No. 48 – Dry Creek**

Dry Creek is located in the unincorporated area of the County of San Benito north of Sunnyslope Road, south of Hillcrest Road and east of Clearwater Drive. Dry Creek has 19 developed parcels and 2 roads.

**County Service Area No. 50 – Dunneville**

Dunneville is located in the unincorporated area of the County of San Benito north of Fairview Road, east of San Felipe Road and along Dunneville Road. Dunneville has 31 parcels as follows: 30 developed residential and 1 undeveloped detention pond.

**County Service Area No. 51 – Comstock**

Comstock is located in the unincorporated area of the County of San Benito north of Comstock Road, south of Los Viboras Road and east of Arroyo Seco Drive. Comstock has 34 parcels as follows: 33 developed residential single family and 1 developed agricultural, a large lot with a single family residence but zoned for a future subdivision of 7 homes.

**County Service Area No. 53 – Riverview Estates**

Riverview Estates is located in the unincorporated area of the County of San Benito southeast of Hospital Road and west of Southside Road. Riverview Estates has 59 parcels as follows: 56 developed residential and 3 open space.

**County Service Area No. 54 – Pacheco Creek Estates**

Pacheco Creek Estates is located in the unincorporated area of the County of San Benito east of State Highway 156, south of State Highway 152 and north of Fairview Road. Pacheco Creek Estates has 11 parcels as follows: 9 developed and 2 open space/common areas.

**County Service Area No. 55 – Creekside 6**

County Service Area Creekside 55 is comprised of the Creekside 5 and Creekside 6 subdivisions, both located in the unincorporated area of the County of San Benito.

Creekside 5 is located at the extension of Cypress Street, north of Sunnyslope Road. Creekside 5 has 8 parcels as follows: 8 developed residential and 1 open space.

Creekside 6 is located on Los Altos Drive, just south of Hillcrest Road. Creekside was authorized to be developed with up to nine residential parcels with an open space area. However, only six parcels have been developed at the present time.

## ***2. DESCRIPTION OF IMPROVEMENTS & SERVICES<sup>4</sup>***

### **County Service Area No. 16 – Holiday Estates**

#### ***Utilities***

Utilities services include payment to PG&E for street lighting.

#### ***Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Holiday Estates. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation
- Remove trees and brush
- Remove trash and litter

#### ***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (due to graffiti and other vandalism).

### **County Service Area No. 21 – Long Acres**

#### ***Utilities***

Utilities services include payment to PG&E for street lighting.

#### ***Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Long Acres. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation
- Remove trees and brush
- Remove trash and litter

#### ***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

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<sup>4</sup> Notwithstanding the descriptions contained herein, the described fees/special taxes only propose a funding mechanism for the types of services and improvements listed. The proposal or approval of the fee/special tax described shall not constitute approval of, or commitment to, any specific project.

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55



**County Service Area No. 22 – Cielo Vista*****Utilities***

Utilities services include payment to PG&E for operation of the waste water treatment plant.

Additionally, telephone services are maintained for alarm systems.

***Storm Drainage***

The Homeowners Association assumed responsibility for the storm drainage maintenance services. Oversight is provided by the County.

***Wastewater Treatment***

Wastewater treatment services include a contracted payment to consultant for operations and maintenance of the wastewater treatment plant. Additional costs include payments for operations and maintenance services provided by the County.

**County Service Area No. 23 – Rancho San Joaquin*****Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Rancho San Joaquin. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation and maintain chain link fence surrounding the detention pond
- Remove trees and brush
- Remove trash and litter

***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

**County Service Area No. 24 – Santa Ana Acres*****Utilities***

Utilities services include payment to PG&E for street lighting.

***Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Santa Ana Acres. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation and maintain chain link fence surrounding the detention pond
- Remove trees and brush

- Remove trash and litter

### ***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

## **County Service Area No. 28 – Heatherwood/Fox Hill**

### ***Utilities***

Utilities services include payment to PG&E for street lighting.

### ***Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Heatherwood/Fox Hill. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation
- Remove trees and brush
- Remove trash and litter

### ***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

## **County Service Area No. 31 – Stonegate**

### ***Utilities***

Utilities services include payment to PG&E for operation of the water treatment plant. Additionally, telephone services are maintained for alarm systems.

### ***Water***

Water services include the payment to water operator for operations and maintenance of the existing water treatment plant, payment to San Benito County Water District for water usage, and operations and maintenance services provided by the County associated with water provision, including necessary capital improvements.

## **County Service Area No. 34 – Ausaymas Estates**

### ***Utilities***

Utilities services include payment to PG&E for street lighting.

### ***Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Ausaymas Estates. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor

- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation
- Remove trees and brush
- Remove trash and litter

### ***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

## **County Service Area No. 35 – Union Heights**

### ***Utilities***

Utilities services include payment to PG&E for street lighting.

### ***Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Ausaymas Estates. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation
- Remove trees and brush
- Remove trash and litter

### ***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

## **County Service Area No. 42 – Lemmon Acres**

### ***Utilities***

Utilities services include payment to PG&E for street lighting.

### ***Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Lemmon Acres. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation
- Remove trees and brush
- Remove trash and litter

**Road Maintenance**

Road maintenance may include asphalt patching, chip or slurry seal as required, sidewalk repair, and repair of street signs (graffiti and other vandalism).

**County Service Area No. 46 – Quail Hollow****Utilities**

Utilities services include payment to PG&E for street lighting, irrigation controls and basketball courts.

**Storm Drainage**

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Quail Hollow. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Maintain creek
- Remove trees and brush
- Remove trash and litter

**Road Maintenance**

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

**Landscape Maintenance**

Landscape maintenance is contracted to a third party. The scope of the service may include mowing of lawns, edging, trimming, irrigation, removal of debris, pest control, aeration of soil, and maintaining bedding and planted areas; irrigation systems; foot paths, and semi-improved areas.

**General Maintenance**

County performs repairs on County owned light poles.

**County Service Area No. 47 – Oak Creek****Utilities**

The payment of utilities to PG&E for street lighting.

**Storm Drainage**

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Oak Creek. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Maintain creek
- Remove trees and brush
- Remove trash and litter
- Set squirrel bait

**Road Maintenance**

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

**Landscape Maintenance**

Landscape maintenance is contracted to a third party. The scope of the service may include mowing of lawns, edging, trimming, irrigation, removal of debris, pest control, aeration of soil, and maintaining bedding and planted areas; irrigation systems; foot paths, and semi-improved areas.

**General Maintenance**

County performs repairs on County owned light poles.

**County Service Area No. 48 – Dry Creek****Storm Drainage**

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Dry Creek. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Remove trees and brush
- Remove trash and litter

**Road Maintenance**

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

**County Service Area No. 50 – Dunneville****Utilities**

Utility services include payment to PG&E for street lighting and water treatment facility.

**Storm Drainage**

The homeowners have assumed responsibility for the storm drainage maintenance services. Oversight is provided by the County.

**Road Maintenance**

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

**Water Treatment**

Water services include the payment to a consultant for operations and maintenance of the water treatment plant. Additional costs include payments for operations and maintenance.

**Landscape Maintenance**

There is no fee currently approved for maintenance of the walking path and the CSA is not providing this service at the present time.

**Water System Capital Improvements and Reserve**

This fee was July 23, 2013 to establish funding for current and future capital improvement needs to

the water system, including equipment repair & replacement costs, as such improvements become necessary. This fee also creates a reserve sufficient for future capital improvements. The basic components of the water system include, but are not limited to: two wells, a filtration system, two main pumps, four booster pumps, piping, related electrical system, and the storage tank. This fee may also be used to reimburse staff costs (i.e. administrative costs) related to administering the capital improvement projects.

### **County Service Area No. 51 – Comstock**

#### ***Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Comstock. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor (to be provided by CSA)
- Trim weeds roadside (to be provided by CSA)
- Clean inlets and outlets
- Grade to restore flow-lines
- Remove trees and brush (to be provided by CSA)
- Remove trash and litter (to be provided by CSA)

#### ***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

### **County Service Area No. 53 – Riverview Estates**

#### ***Utilities***

Utility services include payment to PG&E for street lighting.

#### ***Water System Capital Improvements and Reserve***

The payment of utilities to PG&E for street lighting and the City of Hollister for irrigation water.

#### ***Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Riverview Estates. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation
- Remove trees and brush
- Remove trash and litter
- Set squirrel bait

#### ***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

***Landscape Maintenance***

Landscape maintenance is contracted to a third party. The scope of the service may include mowing of lawns, edging, trimming, irrigation, removal of debris, pest control, aeration of soil, and maintaining bedding and planted areas; irrigation systems; foot paths, and semi-improved areas.

**County Service Area No. 54 – Pacheco Creek Estates*****Storm Drainage (Funded From Reserved Only, Not from the Fee)***

Storm drainage improvements and services may include, but not be limited to, the maintenance of drainage ditches and detention ponds, and the cleaning of storm drainage boxes within Pacheco Creek Estates. Maintenance activities may include, but not be limited to:

- Mow weeds seasonally using beater tractor
- Trim weeds
- Clean inlets and outlets
- Grade to restore flow-lines
- Rip detention ponds for improved percolation
- Remove trees and brush
- Remove trash and litter
- Set squirrel bait

***Wastewater Treatment***

Pacheco Creek Estates consists of nine parcels served, or potentially served, by septic tanks. County staff maintains the community leach field and septic tank, servicing as needed.

**County Service Area No. 55 – Creekside 5 and 6*****Street Lighting***

Utility services include payment to PG&E for street lighting

***Drainage/Storm Drainage***

Storm drainage improvements and services may include, but not be limited to, the maintenance of and clearing of drainage areas (such as ditches, detention ponds, and drainage boxes, as may be applicable). Maintenance activities may include, but not be limited to:

- Mow weeds seasonally
- Trim weeds
- Clean inlets and outlets
- Maintain open space
- Remove trees and brush
- Remove trash and litter
- Set squirrel bait

***Road Maintenance***

Road maintenance may include asphalt patching, chip or slurry seal as required, and repair of street signs (graffiti and other vandalism).

***Street Sweeping***

Street sweeping will be performed once a contract is entered into.

***Open Space and Landscaping Improvements***

The scope of the service may include basic maintenance of open space areas, including weed control, removal of debris, pest control, and maintaining bedding and planted areas (if any).

### 3. *ESTIMATE OF COSTS*

The purpose of the proposed fees and special taxes covered by this report is to provide the resources for the FY 2019/2020 recommended annual budget.

#### 3.1 Definitions

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Annual Under Collection – In County Service Areas with an annual under collection of funds as compared to the total annual budget for the applicable County Service Area, the shortfall shall be handled as follows:

- All non-essential services and maintenance of improvements provided by the applicable County Service Area will be curtailed or eliminated due to the lack of adequate funding. Furthermore, the County and the County Service Area may pursue the replenishment of funds through any methods authorized by law.

County Administrative Charge – County direct and indirect costs related to the ongoing administration of the fees<sup>5</sup> and services, including but not limited to, the administration of funds, budgets, tracking, calculation and collection of the fee on the property tax bill or any other manner, any related or incidental costs and fees, legal counsel, auditors, accountants, consultants and any other agents of the County.

County Service Area Internal Service Fund Contingency Reserve Draw – In County Service Areas with a draw of funds from the contingency reserve within the County Service Area fund after the payment of all expenses, the funding of chip/slurry seal, other capital projects, and the funding of operating and capital reserves, the additional draw of funds needed from the County Service Area internal service fund contingency, to avoid negative fund balances, shall be handled as follows:

- If a replacement property-related fee has been approved by the property owners, the replacement property-related fee for the applicable County Service Area has been structured to provide for the replenishment of all funds over a period of five (5) years, or ten (10) years if specifically approved by the Board of Supervisors. Additional funding from the County Service Area internal service fund contingency transfer, as adopted by at least a 4/5ths vote of the Board of Supervisors, may be necessary to avoid negative fund balances. These inter-fund contingency transfers shall charge, the County Service Area requiring additional funding, interest at the same rate that the County Service Area internal service fund accrues interest.
- If a replacement property-related fee has not been approved by the property owners, all non-essential services and maintenance of improvements provided by the applicable County Service Area will be curtailed or eliminated due to the lack of funding and these CSAs shall not be eligible for funding from the County Service Area internal service fund contingency. Furthermore, the County and the County Service Area may pursue the replenishment of funds through any methods authorized by law.

Essential Services – Services performed for the purpose of health and safety, including potable water and sewer services, and if determined by the Board of Supervisors on a case by case basis, storm drainage maintenance.

Immediate Funding of Reserves – If a replacement property-related fee has been approved by the property owners, the reserves for the applicable County Service Area shall be immediately funded

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<sup>5</sup> When Section 3 generically refers to a “fee”, it shall include the tax collected in CSA 55.



from all available County Service Area funds, including a draw of funds from the contingency reserve, as follows:

- At full and goal levels, in accordance with the guidelines set herein, the capital projects, operating contingency, replacement, and special replacement reserves, including an extra year's worth of funding of the capital projects reserve in accordance with the schedule of capital projects, particularly chip/slurry seal, maintained by the Public Works Department.

Interest – Interest is calculated on individual CSA fund balances and allocated annually. Any interest that a CSA earns will be captured as an increase to the CSA fund balance in the annual budget.

Reserves – Capital Projects – The purpose of the capital projects reserve is to provide funding for the ongoing need to reinvest in program infrastructure such as road chip or slurry seal. The annual cash contribution to a capital projects reserve can be used to pay for the costs of immediate capital improvement projects or it can be saved and accumulated over several years to pay for future projects. The annual budget shall allow for the funding of a capital projects reserve at a rate of 20% per year with the goal of accumulating 100% of the capital project cost over a period of five (5) years. This amount may be increased in those CSA's that have approved a fee necessary to fund capital improvements at a greater level.

Reserves – County Service Area Internal Service Fund Contingency Reserve – The purpose of the County Service Area internal service fund contingency reserve is to provide an added cushion for County Service Area administration. County Service Areas that have exhausted all funds from the contingency reserve within the County Service Area fund after the payment of all expenses, the funding of slurry seal, other capital projects, replacement of equipment and facilities, and the funding of operating, capital and replacement reserves shall be eligible for contingency funding from the internal service fund. These inter-fund contingency transfers shall charge, the County Service Area requiring additional funding, interest at the same rate that the County Service Area internal service fund accrues interest.

Reserves – Operating Contingency – The purpose of the operating contingency reserve is to provide an added cushion against poor financial performance when compared to budget, either due to reduced revenues or increased expenditures actually incurred. The annual budget shall allow for the funding of an operating contingency reserve at a rate of 2% per year with the goal of accumulating 10% of the annual operating budget, excluding administrative fees, over a period of five (5) years.

Resolution Guiding Reserves and Funds – Reference is made and incorporated herein to the resolution establishing guidelines for the funding of reserves, the handling of surplus funds and the establishment of a contingency reserve within each County Service Area and the County Service Area internal service fund.

Surplus Funds – In County Service Areas with a surplus of funds after the payment of all expenses, the funding of chip or slurry seal, other capital projects, replacement of facilities, and the funding of operating and capital reserves, the surplus of funds shall be applied as follows:

- If a replacement property-related fee has not been approved by the property owners, the surplus funds will be held by the applicable County Service Area for the continuance of essential services until the depletion of funds.

### 3.2 Annual Budget

The adopted annual budgets included in this report for each CSA, is a calculation of the annual costs estimated for the services to be provided in Fiscal Year 2019/2020. The CSA budget is re-calculated annually and used as the basis for the calculation of the annual fee for each Equivalent Dwelling Unit,

which shall not exceed the maximum per parcel fee, or the annual special tax to be imposed for CSA 55. The annual maximum fee, or special tax, for each CSA was approved by the property owners, as follows:

**Fees:**

- CSA No. 31: Majority Protest Hearing, February 10, 2009, Resolution No. 2009-15
- CSA Nos. 24 and 35: Mail Ballot Election, August 25, 2009
- CSA Nos. 16, 21, 22, 23, 28, 34, 42, 46, 47, 48, 50, 51, and 53: Majority Protest Hearing, March 9, 2010, Resolution No. 2010-27; Mail Ballot Election (CSA Nos. 16, 21, 23, 28, 42, 47, 48, 50, and 51), May 4, 2010; Mail Ballot Election (CSA No. 34): August 31, 2010; and, Mail Ballot Election (CSA No. 53): May 3, 2011.
- CSA No. 54: Majority Protest Hearing, March 9, 2010.

**Special Tax:**

The Annual Maximum Special Tax for CSA 55 was approved by the property owners (developer), as follows:

- Creekside 5: Mail Ballot Election, February 18, 2014
- Creekside 6: Mail Ballot Election December 2, 2014

The following pages represent the annual maximum and Fiscal Year 2019/2020 budgets for each CSA.

### CSA 16 - Holiday Estates

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$20,958.00	\$20,415.02	
Interest	\$10.00	\$0.00	\$1,240.00
Chrg for Srv Benefit Assess Charges			\$20,414.00
Interfund Transfer In	\$64,698.90	\$0.00	
<b>Total Revenues</b>	<b>\$85,666.90</b>	<b>\$20,415.02</b>	<b>\$21,654.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$1,159.09</b>	<b>\$3,244.00</b>	<b>\$1,647.00</b>
Force Account - Admin	\$521.09	\$521.00	
County Admin Fee	\$638.00	\$638.00	\$362.00
Other Consultants			\$1,200.00
Legal			\$50.00
Communications			\$35.00
Labor - CSA Coord		\$2,085.00	\$0.00
<b>CSA Road Maintenance</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>
Force Account	\$2,000.00	\$2,000.00	
Equipment/Material	\$3,000.00	\$3,000.00	
<b>Storm Drainage</b>	<b>\$2,700.00</b>	<b>\$2,700.00</b>	<b>\$0.00</b>
Force Account	\$1,800.00	\$1,800.00	
Equipment Storm	\$400.00	\$400.00	
Testing/Reporting	\$500.00	\$500.00	
<b>Utilities</b>	<b>\$4,660.00</b>	<b>\$4,800.00</b>	<b>\$5,400.00</b>
PG&E - Street Lights	\$4,660.00	\$4,800.00	\$5,400.00
<b>Landscape Maintenance</b>			<b>\$1,800.00</b>
<b>Property Tax Admin Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30.00</b>
	\$0.00	\$0.00	\$30.00
<b>Force Labor</b>			<b>\$2,670.00</b>
<b>Cost Plan</b>			<b>\$373.00</b>
<b>Total Expenditures</b>	<b>\$13,519.09</b>	<b>\$15,744.00</b>	<b>\$11,920.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$72,147.81</b>	<b>\$4,671.02</b>	<b>\$9,734.00</b>
<b>TOTAL BUDGET</b>	<b>\$72,147.81</b>	<b>\$20,415.02</b>	<b>\$21,654.00</b>

### CSA 21 - Long Acres

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$6,939.00	\$6,938.80	\$6,938.80
Interest	\$11.00	\$0.00	\$525.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			
Interfund Transfer In	\$27,848.30	\$0.00	\$0.00
<b>Total Revenues</b>	<b>\$34,798.30</b>	<b>\$6,938.80</b>	<b>\$7,463.80</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$494.00</b>	<b>\$1,203.00</b>	<b>\$1,387.00</b>
Force Account - Admin	\$233.00	\$233.00	
County Admin Fee	\$261.00	\$261.00	\$125.00
Labor - CSA Coord		\$709.00	\$0.00
Other Consultants			\$1,200.00
Public and Legal Notices			\$50.00
Communications			\$12.00
<b>CSA Road Maintenance</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>	<b>\$0.00</b>
Force Account	\$1,200.00	\$1,200.00	
Equipment	\$1,800.00	\$1,800.00	
<b>Storm Drainage</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>
Force Account	\$800.00	\$800.00	
Equipment	\$200.00	\$200.00	
<b>Utilities</b>	<b>\$1,265.00</b>	<b>\$1,265.00</b>	<b>\$1,250.00</b>
PG&E Gas & Utilities	\$1,265.00	\$1,265.00	
<b>Property Tax Admin Fee</b>	<b>\$131.00</b>	<b>\$0.00</b>	<b>\$10.00</b>
<b>Cost Plan</b>			<b>\$128.00</b>
<b>Force Labor</b>			<b>\$920.00</b>
<b>Total Expenditures</b>	<b>\$5,890.00</b>	<b>\$6,468.00</b>	<b>\$3,695.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$28,908.30</b>	<b>\$470.80</b>	<b>\$3,768.80</b>
<b>TOTAL BUDGET</b>	<b>\$28,908.30</b>	<b>\$6,938.80</b>	<b>\$7,463.80</b>

## CSA 22 - Cielo Vista

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$75,135.00	\$73,230.58	
HOA Invoice Reimbursement			
Interest			\$255.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges		\$11,000.00	\$73,230.00
Interfund Transfer In	\$8,543.62	\$336.00	
<b>Total Revenues</b>	<b>\$83,678.62</b>	<b>\$84,566.58</b>	<b>\$73,485.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$6,928.00</b>	<b>\$14,421.00</b>	<b>\$6,970.00</b>
Force Account - Admin	\$3,198.00	\$3,198.00	
Other Consultants			\$4,300.00
Permits and Licenses			\$1,250.00
Communications			\$120.00
Legal			\$50.00
County Admin Fee	\$3,730.00	\$3,730.00	\$1,250.00
Labor - CSA Coord		\$7,493.00	
<b>Wastewater Operation</b>	<b>\$55,440.00</b>	<b>\$59,440.00</b>	<b>\$58,000.00</b>
Bracewell Monthly Contract	\$43,000.00	\$47,000.00	
Sludge Removal	\$10,000.00	\$10,000.00	
Permits / Backflow Test	\$1,300.00	\$1,300.00	
O&M - County Support	\$1,140.00	\$1,140.00	
<b>Storm Drainage</b>	<b>\$165.00</b>	<b>\$100.00</b>	<b>\$100.00</b>
	\$165.00		
<b>Utilities</b>	<b>\$18,000.00</b>	<b>\$18,000.00</b>	<b>\$18,000.00</b>
PG&E - Water Treatment Plant	\$13,000.00	\$11,000.00	
Sunnyslope Water District	\$5,000.00	\$7,000.00	
<b>Property Tax Admin Fee</b>	<b>\$47.00</b>	<b>\$0.00</b>	<b>\$25.00</b>
<b>Force Labor</b>			<b>\$9,230.00</b>
<b>Cost Plan</b>			<b>\$1,289.00</b>
<b>Total Expenditures</b>	<b>\$80,580.00</b>	<b>\$91,961.00</b>	<b>\$93,614.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$3,098.62</b>	<b>-\$7,394.42</b>	<b>-\$20,129.00</b>
<b>TOTAL BUDGET</b>	<b>\$3,098.62</b>	<b>-\$7,394.42</b>	<b>\$73,485.00</b>

FY 2019/20 Property-Related Fees &amp; Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 &amp; 55

### CSA 23 – Rancho San Joaquin

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$18,386.00	\$17,920.00	
Interest	\$0.00	\$0.00	\$1,455.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$17,920.00
Interfund Transfer In	\$74,893.48	\$0.00	
<b>Total Revenues</b>	<b>\$93,279.48</b>	<b>\$17,920.00</b>	<b>\$19,375.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$831.00</b>	<b>\$2,661.00</b>	<b>\$1,503.00</b>
Force Account - Admin	\$386.00	\$386.00	
County Admin Fee	\$445.00	\$445.00	\$322.00
Other Consultants			\$1,100.00
Legal			\$50.00
Communications			\$31.00
Labor - CSA Coord		\$1,830.00	
<b>CSA Road Maintenance</b>	<b>\$3,200.00</b>	<b>\$3,200.00</b>	
Force Account	\$1,000.00	\$1,000.00	
Equipment	\$2,200.00	\$2,200.00	
<b>Storm Drainage</b>	<b>\$5,600.00</b>	<b>\$5,600.00</b>	
Force Account	\$4,200.00	\$4,200.00	
Equipment	\$1,400.00	\$1,400.00	
<b>Force Labor</b>			<b>\$2,380.00</b>
<b>Cost Plan</b>			<b>\$322.00</b>
<b>Property Tax Admin Fee</b>	<b>\$18.00</b>	<b>\$0.00</b>	<b>\$10.00</b>
<b>Total Expenditures</b>	<b>\$9,649.00</b>	<b>\$11,461.00</b>	<b>\$4,215.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$83,630.48</b>	<b>\$6,459.00</b>	<b>\$15,160.00</b>
<b>TOTAL BUDGET</b>	<b>\$83,630.48</b>	<b>\$17,920.00</b>	<b>\$19,375.00</b>

### CSA 24 - Santa Ana Acres

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$7,998.00	\$7,998.00	
Interest			\$847.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$7,998.00
Interfund Transfer In	\$47,736.47	\$304.00	
<b>Total Revenues</b>	<b>\$55,734.47</b>	<b>\$8,302.00</b>	<b>\$8,845.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$643.00</b>	<b>\$1,460.00</b>	<b>\$1,510.00</b>
Force Account - Admin	\$299.00	\$299.00	
County Admin Fee	\$344.00	\$344.00	\$146.00
Public and Legal Notices			\$50.00
Communications			\$14.00
Labor - CSA Coord		\$817.00	
Other Consultants			\$1,300.00
<b>CSA Road Maintenance</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>	
Force Account	\$1,000.00	\$1,000.00	
Equipment	\$2,000.00	\$2,000.00	
<b>Storm Drainage</b>	<b>\$3,250.00</b>	<b>\$3,250.00</b>	<b>\$0.00</b>
Force Account	\$2,000.00	\$2,000.00	
Equipment	\$750.00	\$750.00	
Testing/Reporting	\$500.00	\$500.00	
<b>Utilities</b>	<b>\$592.00</b>	<b>\$592.00</b>	<b>\$550.00</b>
PG&E Gas & Utilities	\$592.00	\$592.00	
<b>Property Tax Admin Fee</b>	<b>\$16.00</b>	<b>\$0.00</b>	<b>\$10.00</b>
<b>Force Labor</b>			<b>\$1,080.00</b>
<b>Cost Plan</b>			<b>\$151.00</b>
<b>Total Expenditures</b>	<b>\$7,501.00</b>	<b>\$8,302.00</b>	<b>\$3,301.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$48,233.47</b>	<b>\$0.00</b>	<b>\$5,544.00</b>
<b>TOTAL BUDGET</b>	<b>\$48,233.47</b>	<b>\$8,302.00</b>	<b>\$8,845.00</b>

### CSA 28 - Heatherwood

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$18,519.00	\$18,049.64	
Interest	\$37.00		\$1,503.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$18,050.00
Interfund Transfer In	\$80,059.81	\$0.00	
<b>Total Revenues</b>	<b>\$98,615.81</b>	<b>\$18,049.64</b>	<b>\$19,553.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$729.20</b>	<b>\$2,572.00</b>	<b>\$3,306.00</b>
Force Account - Admin	\$342.00	\$342.00	
County Admin Fee	\$387.20	\$387.00	\$325.00
Other Consultants			\$2,900.00
Public and Legal Notices			\$50.00
Communications			\$31.00
Labor - CSA Coord		\$1,843.00	
<b>CSA Road Maintenance</b>	<b>\$2,500.00</b>	<b>\$0.00</b>	
Force Account	\$1,000.00	\$0.00	
Equipment	\$1,500.00	\$0.00	
<b>Storm Drainage</b>	<b>\$4,000.00</b>	<b>\$4,000.00</b>	
Force Account	\$3,000.00	\$3,000.00	
Equipment	\$500.00	\$500.00	
Testing/Reporting	\$500.00	\$500.00	
<b>Utilities</b>	<b>\$1,350.00</b>	<b>\$1,350.00</b>	<b>\$900.00</b>
PG&E Gas & Utilities	\$1,350.00	\$1,350.00	
<b>Property Tax Admin Fee</b>	<b>\$29.00</b>	<b>\$0.00</b>	<b>\$15.00</b>
<b>Force Labor</b>			<b>\$2,400.00</b>
<b>Cost Plan</b>			<b>\$335.00</b>
<b>Total Expenditures</b>	<b>\$8,608.20</b>	<b>\$7,922.00</b>	<b>\$6,956.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$90,007.61</b>	<b>\$10,127.64</b>	<b>\$12,597.00</b>
<b>TOTAL BUDGET</b>	<b>\$90,007.61</b>	<b>\$18,049.64</b>	<b>\$19,553.00</b>



### CSA 31 - Stonegate

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$248,317.00	\$242,589.22	
Debt Service Retirement Fee	\$198,079.00	\$46,132.40	
Interest	\$517.00		\$8,696.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$242,589.00
Interfund Transfer In	\$1,247,043.11	\$72,509.38	
<b>Total Revenues</b>	<b>\$1,693,956.11</b>	<b>\$361,231.00</b>	<b>\$251,285.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$21,374.00</b>	<b>\$54,846.00</b>	<b>\$4,230.00</b>
Force Account - Admin	\$16,152.00	\$16,152.00	
County Admin Fee	\$5,222.00	\$5,222.00	\$4,230.00
Labor - CSA Coord		\$33,472.00	
<b>Water Treatment</b>	<b>\$265,850.00</b>	<b>\$297,500.00</b>	<b>\$250,000.00</b>
<b>Utilities</b>	<b>\$7,652.50</b>	<b>\$8,885.00</b>	<b>\$7,600.00</b>
PG&E - Water Treatment Plant	\$1,152.00	\$1,686.00	
Well	\$3,759.50	\$3,700.00	
AT&T (Low Water Alarm)	\$334.00	\$334.00	
Circuit	\$409.00	\$465.00	
Well	\$1,998.00	\$2,700.00	
<b>Property Tax Admin Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$47.00</b>
<b>Force Labor</b>			<b>\$31,230.00</b>
<b>Other Consultants</b>			<b>\$14,900.00</b>
<b>Services and Supplies</b>			<b>\$1,404.00</b>
Permits and Licenses			\$900.00
Communications			\$404.00
Public and Legal Notices			\$100.00
<b>Cost Plan</b>			<b>\$4,362.00</b>
<b>Total Expenditures</b>	<b>\$294,876.50</b>	<b>\$361,231.00</b>	<b>\$313,773.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$1,399,079.61</b>	<b>\$0.00</b>	<b>-\$62,488.00</b>
<b>TOTAL BUDGET</b>	<b>\$1,693,956.11</b>	<b>\$361,231.00</b>	<b>\$251,285.00</b>

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

### CSA 34 – Ausaymas Estates

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$2,848.00	\$2,775.92	
Interest	\$10.00		\$390.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$2,775.00
Interfund Transfer In	\$24,020.86	\$2,492.08	
<b>Total Revenues</b>	<b>\$26,878.86</b>	<b>\$5,268.00</b>	<b>\$3,165.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$380.00</b>	<b>\$868.00</b>	<b>\$532.00</b>
Force Account - Admin	\$176.00	\$176.00	
County Admin Fee	\$204.00	\$204.00	\$52.00
Other Consultants			\$450.00
Public and Legal Notices			\$25.00
Communications			\$5.00
Labor - CSA Coord.		\$488.00	
<b>Special Dept - Contracts</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Media Notice			
<b>CSA Road Maintenance</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	
Force Account	\$500.00	\$500.00	
Equipment	\$1,500.00	\$1,500.00	
<b>Storm Drainage</b>	<b>\$1,200.00</b>	<b>\$1,200.00</b>	
Force Account	\$1,000.00	\$1,000.00	
Equipment	\$200.00	\$200.00	
<b>Utilities</b>	<b>\$1,200.00</b>	<b>\$1,200.00</b>	<b>\$700.00</b>
PG&E - Street Lighting	\$1,200.00	\$1,200.00	
<b>Property Tax Admin Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3.00</b>
	\$0.00		
<b>Cost Plan</b>			<b>\$53.00</b>
<b>Force Labor</b>			<b>\$380.00</b>
<b>Total Expenditures</b>	<b>\$4,780.00</b>	<b>\$5,268.00</b>	<b>\$1,668.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$22,098.86</b>	<b>\$0.00</b>	<b>\$1,497.00</b>
<b>TOTAL BUDGET</b>	<b>\$22,098.86</b>	<b>\$0.00</b>	<b>\$3,165.00</b>

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

### CSA 35 - Union Heights

	FY207-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$9,592.00	\$9,591.56	
Interest	\$12.00		\$650.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$9,889.00
Interfund Transfer In	\$32,901.63	\$0.00	
<b>Total Revenues</b>	<b>\$42,505.63</b>	<b>\$9,591.56</b>	<b>\$10,539.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$477.00</b>	<b>\$1,457.00</b>	<b>\$763.00</b>
Force Account - Admin	\$223.00	\$223.00	
County Admin Fee	\$254.00	\$254.00	\$176.00
Communications			17
Other Consultants			\$570.00
Labor - CSA Coord		\$980.00	
<b>CSA Road Maintenance</b>	<b>\$1,700.00</b>	<b>\$1,700.00</b>	<b>\$35,000.00</b>
Force Account	\$500.00	\$500.00	
Equipment	\$1,200.00	\$1,200.00	
<b>Storm Drainage</b>	<b>\$2,800.00</b>	<b>\$2,800.00</b>	
Force Account	\$1,800.00	\$1,800.00	
Equipment	\$1,000.00	\$1,000.00	
<b>Utilities</b>	<b>\$669.00</b>	<b>\$669.00</b>	<b>\$600.00</b>
PG&E - Street Lights	\$669.00	\$669.00	
<b>Property Tax Admin Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10.00</b>
<b>Force Labor</b>			<b>\$1,300.00</b>
<b>Cost Plan</b>			<b>\$181.00</b>
<b>Total Expenditures</b>	<b>\$5,646.00</b>	<b>\$6,626.00</b>	<b>\$37,854.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$36,859.63</b>	<b>\$2,965.56</b>	<b>-\$27,315.00</b>
<b>TOTAL BUDGET</b>	<b>\$36,859.63</b>	<b>\$9,591.56</b>	<b>\$10,539.00</b>

### CSA 42 - Lemmon Acres

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$14,328.00	\$13,965.00	
Interest	\$20.00		\$987.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$13,965.00
Interfund Transfer In	\$49,122.34	\$0.00	
<b>Total Revenues</b>	<b>\$63,470.34</b>	<b>\$13,965.00</b>	<b>\$14,952.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$643.00</b>	<b>\$2,069.00</b>	<b>\$1,148.00</b>
Force Account - Admin	\$300.00	\$300.00	
County Admin Fee	\$343.00	\$343.00	\$249.00
Labor - CSA Coord		\$1,426.00	
Other Consultants			\$800.00
Legal			\$50.00
Public and Legal Notices			\$25.00
Communications			\$24.00
<b>Landscape Maintenance</b>			<b>\$6,000.00</b>
<b>CSA Road Maintenance</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	
Force Account	\$500.00	\$500.00	
Equipment	\$1,500.00	\$1,500.00	
<b>Storm Drainage</b>	<b>\$3,520.00</b>	<b>\$3,520.00</b>	
Force Account	\$2,800.00	\$2,800.00	
Equipment	\$720.00	\$720.00	
<b>Utilities</b>	<b>\$855.00</b>	<b>\$950.00</b>	<b>\$950.00</b>
PG&E - Street Lights	\$855.00	\$950.00	
<b>Property Tax Admin Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10.00</b>
<b>Force Labor</b>			<b>\$1,840.00</b>
<b>Cost Plan</b>			<b>\$257.00</b>
<b>Total Expenditures</b>	<b>\$7,018.00</b>	<b>\$8,539.00</b>	<b>\$10,205.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$56,452.34</b>	<b>\$5,426.00</b>	<b>\$4,747.00</b>
<b>TOTAL BUDGET</b>	<b>\$56,452.34</b>	<b>\$5,426.00</b>	<b>\$14,952.00</b>

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

### CSA 46 - Quail Hollow

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$45,714.00	\$52,862.76	
Interest	\$38.00		\$1,525.00
Chrg for Srv Benefit Assess Charges			\$52,862.00
Interfund Transfer In	\$98,342.52	\$22,762.24	
<b>Total Revenues</b>	<b>\$144,094.52</b>	<b>\$75,625.00</b>	<b>\$54,387.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$3,143.00</b>	<b>\$10,150.00</b>	<b>\$31,581.00</b>
Force Account - Admin	\$1,461.00	\$1,461.00	
County Admin Fee	\$1,682.00	\$1,682.00	\$918.00
Other Consultants			\$30,500.00
Communications			\$88.00
Legal			\$50.00
Public and Legal Notices			\$25.00
Labor - CSA Coord		\$7,007.00	
<b>Special Dept - Contracts</b>	<b>\$39,115.00</b>	<b>\$40,550.00</b>	
<b>CSA Road Maintenance</b>	<b>\$2,700.00</b>	<b>\$2,700.00</b>	<b>\$1,000.00</b>
Force Account	\$2,300.00	\$2,300.00	
Equipment	\$400.00	\$400.00	
<b>Storm Drainage</b>	<b>\$2,275.00</b>	<b>\$2,275.00</b>	<b>\$200.00</b>
Force Account	\$575.00	\$575.00	
Equipment	\$1,700.00	\$1,700.00	
<b>Parks and Landscape Maintenance</b>			<b>\$25,000</b>
<b>Utilities</b>	<b>\$19,950.00</b>	<b>\$19,950.00</b>	<b>\$10,000.00</b>
PG&E Gas & Utilities	\$1,200.00	\$1,200.00	
Street Light Repairs - Labor	\$750.00	\$750.00	
Sunnyslope (est)	\$16,000.00	\$16,000.00	
<b>Property Tax Admin Fee</b>	<b>\$66.00</b>	<b>\$0.00</b>	<b>\$35.00</b>
<b>Force Labor</b>			<b>\$6,780.00</b>
<b>Cost Plan</b>			<b>\$947.00</b>
<b>Total Expenditures</b>	<b>\$67,249.00</b>	<b>\$75,625.00</b>	<b>\$75,543.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$76,845.52</b>	<b>\$0.00</b>	<b>\$21,156.00</b>
<b>TOTAL BUDGET</b>	<b>\$144,094.52</b>	<b>\$75,625.00</b>	<b>\$54,387.00</b>

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

### CSA 47 - Oak Creek

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$42,029.00	\$56,961.63	
Interest	\$36.00		\$1,468.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$56,960.00
Interfund Transfer In	\$88,930.12	\$5,149.00	
<b>Total Revenues</b>	<b>\$130,995.12</b>	<b>\$62,110.63</b>	<b>\$58,428.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$3,003.00</b>	<b>\$8,820.00</b>	<b>\$10,132.00</b>
Force Account - Admin	\$1,394.00	\$1,394.00	
Other Consultants			\$9,000.00
Communications			\$95.00
Public and Legal Notices			\$50.00
County Admin Fee	\$1,609.00	\$1,609.00	\$987.00
Labor - CSA Coord		\$5,817.00	
<b>Special Dept - Contracts</b>	<b>\$28,655.00</b>	<b>\$29,655.00</b>	
<b>CSA Road Maintenance</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>	<b>\$1,000.00</b>
Force Account	\$1,000.00	\$1,000.00	
Equipment	\$2,000.00	\$2,000.00	
<b>Storm Drainage</b>	<b>\$8,000.00</b>	<b>\$8,000.00</b>	
Force Account	\$3,000.00	\$3,000.00	
Equipment	\$5,000.00	\$5,000.00	
<b>Utilities</b>	<b>\$12,636.00</b>	<b>\$12,636.00</b>	<b>\$8,500.00</b>
PG&E Gas & Utilities (est)	\$1,236.00	\$1,236.00	
Street Light Repairs - Labor	\$500.00	\$500.00	
Street Light Repairs - Other	\$200.00	\$200.00	
Sunnyslope (est)	\$10,700.00	\$10,700.00	
<b>Property Tax Admin Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30.00</b>
<b>Parks &amp; Landscape Maintenance</b>			<b>\$13,000.00</b>
<b>Force Labor</b>			<b>\$7,290.00</b>
<b>Cost Plan</b>			<b>\$1,018.00</b>
<b>Total Expenditures</b>	<b>\$55,294.00</b>	<b>\$62,111.00</b>	<b>\$40,970.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$75,701.12</b>	<b>-\$0.38</b>	<b>\$17,458.00</b>
<b>TOTAL BUDGET</b>	<b>\$130,995.12</b>	<b>\$62,110.63</b>	<b>\$58,428.00</b>

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

### CSA 48 - Dry Creek

	FY2017-18 Budget	FY2018-19 Budget	FY 2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$6,840.00	\$6,879.20	
Interest	\$9.00		\$505.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$6,880.00
Interfund Transfer In	\$24,988.60	\$0.00	
<b>Total Revenues</b>	<b>\$31,837.60</b>	<b>\$6,879.20</b>	<b>\$7,385.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$480.00</b>	<b>\$1,183.00</b>	<b>\$545.00</b>
Force Account - Admin	\$164.00	\$164.00	
County Admin Fee	\$316.00	\$316.00	\$123.00
Communications			12
Other Consultants			410
Labor - CSA Coord		\$703.00	
<b>CSA Road Maintenance</b>	<b>\$3,100.00</b>	<b>\$3,100.00</b>	
Force Account	\$1,500.00	\$1,500.00	
Equipment	\$1,600.00	\$1,600.00	
<b>Storm Drainage</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	
Force Account	\$1,000.00	\$1,000.00	
Equipment	\$1,000.00	\$1,000.00	
<b>Property Tax Admin Fee</b>	<b>\$11.40</b>	<b>\$0.00</b>	<b>\$8.00</b>
<b>Force Labor</b>			<b>\$910.00</b>
<b>Cost Plan</b>			<b>\$127.00</b>
<b>Total Expenditures</b>	<b>\$5,591.40</b>	<b>\$6,283.00</b>	<b>\$1,590.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$26,246.20</b>	<b>\$596.20</b>	<b>\$5,795.00</b>
<b>TOTAL BUDGET</b>	<b>\$26,246.20</b>	<b>\$596.20</b>	<b>\$7,385.00</b>

### CSA 50 - Dunneville

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges - Original Prop 218	\$56,450.00	\$51,019.20	
2013 Prop 218 Fee	\$11,154.00	\$11,154.00	
Interest	\$29.00		\$1,717.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$62,173.00
Interfund Transfer In	\$82,246.58	\$5,415.00	
<b>Total Revenues</b>	<b>\$149,879.58</b>	<b>\$67,588.20</b>	<b>\$63,890.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$5,508.00</b>	<b>\$11,857.00</b>	<b>\$3,138.00</b>
Force Account - Admin	\$4,210.00	\$4,210.00	
County Admin Fee	\$1,298.00	\$1,298.00	\$1,084.00
Labor - CSA Coord		\$6,349.00	
Permits and Licenses			\$450.00
Maintenance of Equipment			\$1,500.00
Communications			\$104.00
<b>CSA Road Maintenance</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>
Force Account	800.00	800.00	
Equipment	200.00	200.00	
Capital Road Improvements			
<b>Storm Drainage</b>	<b>\$145.00</b>	<b>\$145.00</b>	
Force Account	\$45.00	\$45.00	
Equipment	\$100.00	\$100.00	
<b>Water Treatment</b>	<b>\$39,403.00</b>	<b>\$39,903.00</b>	<b>\$25,000.00</b>
<b>Utilities</b>	<b>\$14,593.00</b>	<b>\$14,683.00</b>	<b>\$13,900.00</b>
PG&E Gas & Utilities	\$14,110.00	\$14,200.00	
AT&T Telephone - Tank Alarm	\$483.00	\$483.00	
<b>Property Tax Admin Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20.00</b>
<b>Cost Plan</b>			<b>\$1,118.00</b>
<b>Force Labor</b>			<b>\$8,000.00</b>
<b>Total Expenditures</b>	<b>\$60,649.00</b>	<b>\$67,588.00</b>	<b>\$52,176.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$89,230.58</b>	<b>\$0.20</b>	<b>\$11,714.00</b>
<b>TOTAL BUDGET</b>	<b>\$89,230.58</b>	<b>\$0.20</b>	<b>\$63,890.00</b>

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55



### CSA 51 - Comstock Estates

	FY2017-18 Budget	FY2018-19 Budget	FY 2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$16,228.00	\$15,816.80	
Interest	\$35.00		\$1,675.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$15,817.00
Interfund Transfer In	\$91,406.27	\$55,852.20	
<b>Total Revenues</b>	<b>\$107,669.27</b>	<b>\$71,669.00</b>	<b>\$17,492.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$4,208.00</b>	<b>\$10,849.00</b>	<b>\$3,242.00</b>
Force Account - Admin	\$1,940.00	\$1,940.00	
County Admin Fee	\$2,268.00	\$2,268.00	\$289.00
Communications			28
Public and Legal Notices			25
Other Consultants			\$2,900.00
Labor - CSA Coord		\$6,641.00	
<b>CSA Road Maintenance</b>	<b>\$60,000.00</b>	<b>\$60,000.00</b>	
Force Account			
Equipment			
Road Improvements - Slurry Seal	\$60,000.00	\$60,000.00	
<b>Storm Drainage</b>	<b>\$820.00</b>	<b>\$820.00</b>	
Force Account	\$656.00	\$656.00	
Equipment	\$164.00	\$164.00	
<b>Property Tax Admin Fee</b>	<b>\$20.00</b>	<b>\$0.00</b>	<b>\$12.00</b>
<b>Force Labor</b>			<b>\$2,130.00</b>
<b>Cost Plan</b>			<b>\$298.00</b>
<b>Total Expenditures</b>	<b>\$65,048.00</b>	<b>\$71,669.00</b>	<b>\$5,682.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$42,621.27</b>	<b>\$0.00</b>	<b>\$11,810.00</b>
<b>TOTAL BUDGET</b>	<b>\$42,621.27</b>	<b>\$0.00</b>	<b>\$17,492.00</b>

### CSA 53 - Riverview Estates

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$16,138.00	\$23,230.92	
Interest	\$20.00		\$718.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$23,230.00
Interfund Transfer In	\$50,550.61	\$33,353.08	
<b>Total Revenues</b>	<b>\$66,708.61</b>	<b>\$56,584.00</b>	<b>\$23,948.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$3,641.00</b>	<b>\$8,884.00</b>	<b>\$1,993.00</b>
Force Account - Admin	\$1,983.00	\$1,983.00	
County Admin Fee	\$1,658.00	\$1,658.00	\$404.00
Other Consultants			\$1,500.00
Communications			\$39.00
Public and Legal Notices			\$50.00
Labor - CSA Coord		\$5,243.00	
<b>Special Dept - Contracts</b>	<b>\$13,000.00</b>	<b>\$14,700.00</b>	
Contract	\$9,000.00	\$10,700.00	
County Support - Force Account	\$2,000.00	\$2,000.00	
Materials	\$2,000.00	\$2,000.00	
<b>CSA Road Maintenance</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	
Road Improvements - Slurry	\$25,000.00	\$25,000.00	
<b>Storm Drainage</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	
Force Account	\$2,000.00	\$2,000.00	
Equipment	\$500.00	\$500.00	
<b>Utilities</b>	<b>\$4,091.00</b>	<b>\$5,500.00</b>	<b>\$5,500.00</b>
PG&E - Street Lights	\$1,591.00	\$1,900.00	
City of Hollister - Water	\$2,500.00	\$3,600.00	
<b>Property Tax Admin Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20.00</b>
<b>Parks &amp; Landscape Maintenance</b>			<b>\$4,100.00</b>
<b>Force Labor</b>			<b>\$2,980.00</b>
<b>Cost Plan</b>			<b>\$417.00</b>
<b>Total Expenditures</b>	<b>\$48,232.00</b>	<b>\$56,584.00</b>	<b>\$15,310.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$18,476.61</b>	<b>\$0.00</b>	<b>\$8,638.00</b>
<b>TOTAL BUDGET</b>	<b>\$18,476.61</b>	<b>\$0.00</b>	<b>\$23,948.00</b>

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

### CSA 54 - Pacheco Creek Estates

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$1,457.00	\$1,419.88	
Interest	\$20.00		\$140.00
Property Tax Relief			
Chrg for Srv Benefit Assess Charges			\$1,420.00
Interfund Transfer In	\$8,292.82	\$1,340.12	
<b>Total Revenues</b>	<b>\$9,769.82</b>	<b>\$2,760.00</b>	<b>\$1,560.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$189.40</b>	<b>\$445.00</b>	<b>\$159.00</b>
Force Account - Admin	\$88.00	\$88.00	
Other Consultants			\$130.00
Communications			\$3.00
County Admin Fee	\$101.40	\$101.00	\$26.00
Labor - CSA Coord		\$256.00	
<b>Wastewater Operation</b>	<b>\$1,015.00</b>	<b>\$1,300.00</b>	<b>\$1,000.00</b>
Force Account	\$913.50	\$1,000.00	
Equipment	\$101.50	\$300.00	
<b>Storm Drainage</b>	<b>\$1,015.00</b>	<b>\$1,015.00</b>	
Force Account	\$812.00	\$812.00	
Equipment	\$203.00	\$203.00	
<b>Property Tax Admin Fee</b>	<b>\$7.00</b>	<b>\$0.00</b>	<b>\$5.00</b>
	\$7.00	\$0.00	
<b>Force Labor</b>			<b>\$190.00</b>
<b>Cost Plan</b>			<b>\$27.00</b>
<b>Total Expenditures</b>	<b>\$2,226.40</b>	<b>\$2,760.00</b>	<b>\$1,381.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$7,543.42</b>	<b>\$0.00</b>	<b>\$179.00</b>
<b>TOTAL BUDGET</b>	<b>\$7,543.42</b>	<b>\$0.00</b>	<b>\$1,560.00</b>

### CSA 55 - Creekside

	FY2017-18 Budget	FY2018-19 Budget	FY2019-20 Budget
<b>REVENUE</b>			
Parcel Charges	\$8,608.00	\$8,960.84	
Interest	\$5.00		\$360.00
Chrg for Srv Benefit Assess Charges			\$8,960.00
Interfund Transfer In	\$13,871.84	\$0.00	
<b>Total Revenues</b>	<b>\$22,484.84</b>	<b>\$8,960.84</b>	<b>\$9,320.00</b>
<b>EXPENSE</b>			
<b>CSA Administrative Charge</b>	<b>\$500.00</b>	<b>\$1,667.00</b>	<b>\$697.00</b>
Force Account - Admin	\$500.00	\$500.00	
Other Consultants			\$500.00
Public and Legal Notices			\$25.00
County Admin Fee		\$252.00	\$157.00
Communications			\$15.00
Labor - CSA Coord		\$915.00	
<b>Special Dept - Contracts</b>	<b>\$1,200.00</b>	<b>\$1,200.00</b>	
Force Account	\$800.00	\$800.00	
Equipment	\$400.00	\$400.00	
<b>CSA Road Maintenance</b>	<b>\$250.00</b>	<b>\$250.00</b>	
Force Account	\$125.00	\$125.00	
Equipment	\$125.00	\$125.00	
<b>Storm Drainage</b>	<b>\$1,200.00</b>	<b>\$1,200.00</b>	
Force Account	\$800.00	\$800.00	
Equipment	\$400.00	\$400.00	
<b>Utilities</b>	<b>\$800.00</b>	<b>\$800.00</b>	<b>\$525.00</b>
PG&E	\$800.00	\$800.00	
<b>Property Tax Admin Fee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5.00</b>
<b>Force Labor</b>			<b>\$1,160.00</b>
<b>Cost Plan</b>			<b>\$162.00</b>
<b>Total Expenditures</b>	<b>\$3,950.00</b>	<b>\$5,117.00</b>	<b>\$2,549.00</b>
<b>Reserve (Increase/Decrease)</b>	<b>\$18,534.84</b>	<b>\$3,843.84</b>	<b>\$6,771.00</b>
<b>TOTAL BUDGET</b>	<b>\$18,534.84</b>	<b>\$3,843.84</b>	<b>\$9,320.00</b>

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

## 5. FEE SCHEDULE

### County Service Area No. 16 Fee Schedule

All parcels within the boundaries of County Service Area No. 16 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 16. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Eighty-four (84) parcels currently make up the area designated as County Service Area No. 16:

Parcel Count	Development Status	County Use Code
83	Developed	Residential
1	Undeveloped	Vacant Land Residential

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. Undeveloped parcels are assigned a different share than assigned to developed parcels because not all of the improvements and services will be used while the parcel is undeveloped.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Land Residential (.25 EDU)
2010/11	N/A	213.66	53.42
2011/12	1.5%	216.86	54.22
2012/13	2.9%	223.15	55.79
2013/14	2.2%	228.06	57.02
2014/15	2.6%	233.99	58.50
2015/16	N/A	233.99	58.50
2016/17	N/A	233.99	58.50
2017/18	N/A	233.99	58.50
2018/19	N/A	233.99	58.50
2019/20	N/A	233.99	58.50

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 21 Fee Schedule

All parcels within the boundaries of County Service Area No. 21 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 21. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Twenty-two (22) parcels currently make up the area designated as County Service Area No. 21:

Parcel Count	Development Status	County Use Code
22	Developed	Residential

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)
2010/11	N/A	424.58
2011/12	1.5%	430.95
2012/13	2.9%	443.45
2013/14	2.2%	453.21
2014/15	2.6%	464.99
2015/16	N/A	464.99
2016/17	N/A	464.99
2017/18	N/A	464.99
2018/19	N/A	464.99
2019/20	N/A	464.99

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 22 Fee Schedule

All parcels within the boundaries of County Service Area No. 22 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 22. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Seventy-eight (78) parcels currently make up the area designated as County Service Area No. 22:

Parcel Count	Development Status	County Use Code
76	Developed	Residential
1	Developed	Treatment Plant
1	Undeveloped	Detention Pond

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. Any share of the costs assigned to the treatment plant or detention pond parcels are passed through to property owners as homeowner's association or CSA expenses as applicable, consequently, these parcels are typically assigned a zero EDU.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Developed Land Treatment Plant (0.0 EDU)	Undeveloped Land Detention Pond (0.0 EDU)
2010/11	N/A	879.84	0.00	0.00
2011/12	1.5%	893.04	0.00	0.00
2012/13	2.9%	918.94	0.00	0.00
2013/14	2.2%	939.16	0.00	0.00
2014/15	2.6%	963.57	0.00	0.00
2015/16	N/A	963.57	0.00	0.00
2016/17	N/A	963.57	0.00	0.00
2017/18	N/A	963.57	0.00	0.00
2018/19	N/A	963.57	0.00	0.00
2019/20	N/A	963.57	0.00	0.00

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 23 Fee Schedule

All parcels within the boundaries of County Service Area No. 23 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 23. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Thirty (30) parcels currently make up the area designated as County Service Area No. 23:

Parcel Count	Development Status	County Use Code
30	Developed	Residential

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)
2010/11	N/A	992.66
2011/12	1.5%	1,007.55
2012/13	2.9%	1,036.70
2013/14	2.2%	1,059.58
2014/15	2.6%	1,087.13
2015/16	N/A	1,087.13
*2016/17	N/A	730.88
*2017/18	N/A	730.88
*2018/19	N/A	730.88
*2019/20	N/A	730.88

\* Annual Maximum Fee Reduced by \$356.25 after payoff of  
Contingency Draw per original fee report.

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.



### County Service Area No. 24 Fee Schedule

All parcels within the boundaries of County Service Area No. 24 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 24. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Twenty-seven (27) parcels currently make up the area designated as County Service Area No. 24:

Parcel Count	Development Status	County Use Code
27	Developed	Residential

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2009/10. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)
2009/10	N/A	269.09
2010/11	2.6%	276.09
2011/12	1.5%	280.23
2012/13	2.9%	288.36
2013/14	2.2%	294.70
2014/15	2.6%	302.36
2015/16	N/A	302.36
2016/17	N/A	302.36
2017/18	N/A	302.36
2018/19	N/A	302.36
2019/20	N/A	302.36

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2010/11, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 28 Fee Schedule

All parcels within the boundaries of County Service Area No. 28 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 28. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Forty-eight (48) parcels currently make up the area designated as County Service Area No. 28:

Parcel Count	Development Status	County Use Code
48	Developed	Residential

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)
2010/11	N/A	911.38
2011/12	1.5%	925.05
2012/13	2.9%	951.88
2013/14	2.2%	972.83
2014/15	2.6%	998.10
2015/16	N/A	998.10
*2016/17	N/A	615.47
*2017/18	N/A	615.47
*2018/19	N/A	615.47
*2019/20	N/A	615.47

\*Annual Maximum Fee Reduced by \$372.63 after payoff of  
Contingency Draw per original fee report.

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 31 Fee Schedule

All parcels within the boundaries of County Service Area No. 31 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 31. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Seventy-four (74) parcels currently make up the area designated as County Service Area No. 31:

Parcel Count	Development Status	County Use Code
73	Developed	Rural Single Family Residential
1	Tennis Courts/Community Park Area	Rural Common Use

Given the current development it has been determined that all developed rural single family residential parcels receive an equal share of the proportional cost of the improvements and services. The developed rural single family residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. Undeveloped parcels are assigned a different share than assigned to developed parcels because not all of the improvements and services will be used while the parcel is undeveloped. Upon examination of each budgeted item, it has been determined that an undeveloped parcel will not be charged for costs related to water consumption. However, an undeveloped parcel will be charged for capital improvements, operating and maintenance, replacement reserves, operating reserves, and utilities, which are costs necessary to ensure the immediate availability of services. Any share of the costs assigned to common area parcels are passed through to property owners as homeowner's association dues, consequently, common area parcels are typically assigned a zero EDU.

The tables below represent the annual maximum fee amount per parcel per unit approved for fiscal year 2009/10, and the updated Annual Maximum Fee based upon the CPI increases. **The actual amount of the annual fee has been determined based on actual budget costs but does not exceed the assigned annual maximum fee as increased by the cost of living inflator.**

#### **APPROVED FEE FOR OPERATING EXPENSES**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Tennis Courts and Community Park Area Rural Common Use
2009/10	N/A	3,309.88	0.00
2010/11	2.60%	3,395.94	0.00
2011/12	1.5%	3,446.88	0.00
2012/13	2.9%	3,546.84	0.00
2013/14	2.2%	3,624.87	0.00
2014/15	2.6%	3,719.11	0.00
2015/16	N/A	3,719.11	0.00
2016/17	N/A	3,719.11	0.00
2017/18	N/A	3,719.11	0.00
2018/19	N/A	3,719.11	0.00
2019/20	N/A	3,719.11	0.00

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

**Cost of Living Inflator** - The annual maximum fee approved during the 2008-2009 Proposition 218 process shall be increased annually, starting fiscal year 2010/11, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

#### **2011 APPROVED FEE FOR CAPITAL IMPROVEMENTS/DEBT SERVICE**

<b>County Use Code</b>	<b>EDU</b>	<b>Multiplier</b>	<b>Annual Maximum Fee (Debt Service) 2012/13</b>
Developed Rural Single Family Residential	1.00	Per Unit Assigned by County Use Code	<b>\$2,719.74</b>
Undeveloped Rural Vacant Land Residential	0.83	Per Unit Assigned by County Use Code	<b>\$2,719.74</b>
Rural Common Area	0.00		

**\* The maximum loan payment is fixed and not subject to annual CPI adjustments.**

### County Service Area No. 34 Fee Schedule

All parcels within the boundaries of County Service Area No.34 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 34. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Seven (7) parcels currently make up the area designated as County Service Area No. 34:

Parcel Count	Development Status	County Use Code
7	Developed	Residential

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)
2010/11	N/A	362.10
2011/12	1.5%	367.53
2012/13	2.9%	378.19
2013/14	2.2%	386.51
2014/15	2.6%	396.56
2015/16	N/A	396.56
2016/17	N/A	396.56
2017/18	N/A	396.56
2018/19	N/A	396.56
2019/20	N/A	396.56

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 35 Fee Schedule

All parcels within the boundaries of County Service Area No. 35 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 35. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Twenty-five (25) parcels currently make up the area designated as County Service Area No. 35:

Parcel Count	Development Status	County Use Code
22	Developed	Residential
3	Undeveloped	Open Space

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. Undeveloped parcels are assigned a different share than assigned to developed parcels because not all of the improvements and services will be used while the parcel is undeveloped. Any share of the costs assigned to open space parcels are passed through to property owners as homeowner's association dues, consequently, these parcels are typically assigned a zero EDU.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2009/10. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Land Open Space (0.0 EDU)
2009/10	N/A	532.64	0.00
2010/11	2.6%	546.50	0.00
2011/12	1.5%	554.70	0.00
2012/13	2.9%	570.78	0.00
2013/14	2.2%	583.35	0.00
2014/15	2.6%	598.50	0.00
2015/16	N/A	598.50	0.00
*2016/17	N/A	512.28	0.00
*2017/18	N/A	512.28	0.00
*2018/19	N/A	512.28	0.00
*2019/20	N/A	512.28	0.00

\* Annual Maximum Fee Reduced by \$86.22 (Developed) and \$21.56 (Undeveloped) after payoff of Contingency Draw per original fee report.

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2010/11, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

**County Service Area No. 42  
Fee Schedule**

All parcels within the boundaries of County Service Area No. 42 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 42. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Twenty-eight (28) parcels currently make up the area designated as County Service Area No. 42:

<b>Parcel Count</b>	<b>Development Status</b>	<b>County Use Code</b>
28	Developed	Residential

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

<b>Fiscal Year</b>	<b>CPI Increase</b>	<b>Developed Land Residential (1.0 EDU)</b>
2010/11	N/A	643.14
2011/12	1.5%	652.79
2012/13	2.9%	671.72
2013/14	2.2%	686.50
2014/15	2.6%	704.34
2015/16	N/A	704.34
2016/17	N/A	704.34
2017/18	N/A	704.34
2018/19	N/A	704.34
2019/20	N/A	704.34

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area Number 46 Fee Schedule

All parcels within the boundaries of County Service Area No. 46 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 46. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. One hundred eleven (111) parcels currently make up the area designated as County Service Area No. 46:

Parcel Count	Development Status	County Use Code
109	Developed	Residential
2	Undeveloped	Open Space

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. Any share of the costs assigned to open space parcels are passed through to property owners as homeowner's association or CSA expenses as applicable, consequently, these parcels are typically assigned a zero EDU.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Land Open Space (0.0 EDU)
2010/11	N/A	446.91	0.00
2011/12	1.5%	453.64	0.00
2012/13	2.9%	466.80	0.00
2013/14	2.2%	477.07	0.00
2014/15	2.6%	489.47	0.00
2015/16	N/A	489.47	0.00
2016/17	N/A	489.47	0.00
2017/18	N/A	489.47	0.00
2018/19	N/A	489.47	0.00
2019/20	N/A	489.47	0.00

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.



### County Service Area No. 47 Fee Schedule

All parcels within the boundaries of County Service Area No. 47 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 47. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Ninety (90) parcels currently make up the area designated as County Service Area No. 47:

Parcel Count	Development Status	County Use Code
89	Developed	Residential
1	Undeveloped	Open Space

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. Undeveloped parcels are assigned a different share than assigned to developed parcels because not all of the improvements and services will be used while the parcel is undeveloped. Any share of the costs assigned to open space parcels are passed through to property owners as homeowner's association or CSA expenses as applicable, consequently, these parcels are typically assigned a zero EDU.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Land Open Space (0.0 EDU)
2010/11	N/A	594.42	0.00
2011/12	1.5%	603.34	0.00
2012/13	2.9%	620.82	0.00
2013/14	2.2%	634.48	0.00
2014/15	2.6%	650.98	0.00
2015/16	N/A	650.98	0.00
2016/17	N/A	650.98	0.00
2017/18	N/A	650.98	0.00
2018/19	N/A	650.98	0.00
2019/20	N/A	650.98	0.00

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 48 Fee Schedule

All parcels within the boundaries of County Service Area No. 48 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 48. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Nineteen (19) parcels currently make up the area designated as County Service Area No. 48:

Parcel Count	Development Status	County Use Code
19	Developed	Residential
2	Undeveloped	Road & Street

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. One developed parcel in CSA #48 has been assigned a value of two (2) EDUs. Any share of the costs assigned to road or street parcels are passed through to property owners as homeowner's association or CSA expenses as applicable, consequently, these parcels are typically assigned a zero EDU.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Road & Street (0.0 EDU)
2010/11	N/A	314.08	0.00
2011/12	1.5%	318.79	0.00
2012/13	2.9%	328.03	0.00
2013/14	2.2%	335.25	0.00
2014/15	2.6%	343.97	0.00
2015/16	N/A	343.97	0.00
2016/17	N/A	343.97	0.00
2017/18	N/A	343.97	0.00
2018/19	N/A	343.97	0.00
2019/20	N/A	343.97	0.00

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 50 Fee Schedule

All parcels within the boundaries of County Service Area No. 50 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 50. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Thirty-one (31) parcels currently make up the area designated as County Service Area No. 50:

Parcel Count	Development Status	County Use Code
30	Developed	Residential
1	Undeveloped	Detention Pond

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. Any share of the costs assigned to the Detention pond parcel are passed through to property owners as homeowner's association or CSA expenses as applicable, consequently, these parcels are typically assigned a zero EDU.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

#### Existing Fee

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Detention Pond (0.0 EDU)
2010/11	N/A	1,674.60	0.00
2011/12	1.5%	1,699.72	0.00
2012/13	2.9%	1,749.01	0.00
2013/14	2.2%	1,787.49	0.00
2014/15	2.6%	1,833.96	0.00
*2015/16	N/A	1,700.64	0.00
2016/17	N/A	1,700.64	0.00
2017/18	N/A	1,700.64	0.00
2018/19	N/A	1,700.64	0.00
2019/20	N/A	1,700.64	0.00

\* Annual Maximum Fee Reduced by \$133.32 after payoff of Contingency Draw per original fee report.

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2010/11, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

**New Fee – Adopted 2013/14**

A new fee was established to supplement the existing fee in order to provide adequate funding for the services provided. Specifically, the existing fee does not adequately cover equipment repair and replacement costs for future capital improvement projects for the water system and existing fund balances are not adequate for necessary capital improvements. A public hearing was held on July 23, 2013 to impose a new property related fee. **The approved fee shall have no effect on the existing CSA 50 property related fee.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Detention Pond (0.0 EDU)
2013/14	NA	353.22	0.00
2014/15	2.6%	362.40	0.00
2015/16	2.8%	372.55	0.00
2016/17	3.2%	384.47	0.00
2017/18	3.5%	397.93	0.00
2018/19	N/A	397.93	0.00
2019/20	N/A	397.93	0.00

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2014/15, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 51 Fee Schedule

All parcels within the boundaries of County Service Area No. 51 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 51. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Thirty-four (34) parcels currently make up the area designated as County Service Area No. 51:

Parcel Count	Development Status	County Use Code
33	Developed	Residential
1	Developed	Agricultural

Given the current development it has been determined that all developed residential and agricultural parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Developed Land Agricultural (1.0 EDU)
2010/11	N/A	424.78	424.78
2011/12	1.5%	431.15	431.15
2012/13	2.9%	443.66	443.66
2013/14	2.2%	453.42	453.42
2014/15	2.6%	465.20	465.20
2015/16	N/A	465.20	465.20
2016/17	N/A	465.20	465.20
2017/18	N/A	465.20	465.20
2018/19	N/A	465.20	465.20
2019/20	N/A	465.20	465.20

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

### County Service Area No. 53 Fee Schedule

All parcels within the boundaries of County Service Area No. 53 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 53. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Fifty-nine (59) parcels currently make up the area designated as County Service Area No. 53:

Parcel Count	Development Status	County Use Code
56	Developed	Residential
3	Undeveloped	Open Space

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. Any share of the costs assigned to open space parcels are passed through to property owners as homeowner's association or CSA expenses as applicable, consequently, these parcels are typically assigned a zero EDU.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2011/12. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Open Space (0.0 EDU)
2011/12	N/A	367.44	0.00
2012/13	2.9%	378.10	0.00
2013/14	2.2%	386.42	0.00
2014/15	2.6%	396.46	0.00
2015/16	2.8%	407.56	0.00
2016/17	3.2%	407.56	0.00
2017/18	N/A	407.56	0.00
2018/19	N/A	407.56	0.00
2019/20	N/A	407.56	0.00

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2012/13, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

**County Service Area No. 54  
Fee Schedule**

All parcels within the boundaries of County Service Area No. 54 are proposed to be subject to the fee and fee schedule below. The fee applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the fee schedule will not be used for any purpose other than that for which the fee was imposed and shall not exceed the funds required to provide the improvements and services. The fee is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 54. Special consideration has been given to the proportionality of the costs and the immediate availability of the improvements and services applicable to each parcel in the calculation of the fee schedule. Eleven (11) parcels currently make up the area designated as County Service Area No. 54:

Parcel Count	Development Status	County Use Code
9	Developed	Residential
2	Undeveloped	Open Space & Common Area Recreational

Given the current development it has been determined that all developed residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The developed residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes. Any share of the costs assigned to open space parcels are passed through to property owners as homeowner's association or CSA expenses as applicable, consequently, these parcels are typically assigned a zero EDU.

The table below represents the annual maximum fee amount that can be charged per parcel per unit starting with fiscal year 2010/11. The annual maximum fee shall be increased by the cost of living inflator as described below. **The actual amount of the annual fee will be determined based on actual budget costs but in no case shall the fee amount levied on a parcel exceed the assigned annual maximum fee as increased by the cost of living inflator.**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Open Space and Common Area (0.0 EDU)
2010/11	N/A	194.87	0.00
2011/12	1.5%	197.80	0.00
2012/13	2.9%	203.54	0.00
2013/14	2.2%	208.02	0.00
2014/15	2.6%	213.42	0.00
2015/16	N/A	213.42	0.00
2016/17	N/A	213.42	0.00
2017/18	N/A	213.42	0.00
2018/19	N/A	213.42	0.00
2019/20	N/A	213.42	0.00

**Cost of Living Inflator** - The annual maximum fee shall be increased annually, starting fiscal year 2011/12, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 5% in any given year. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf). No further notice or majority protest hearings will be required to implement the cost of living increase for the first five years of the life of the fee.

**County Service Area No. 55  
Special Tax Schedule**

All parcels within the boundaries of County Service Area No. 55 are proposed to be subject to the special tax and special tax schedule below. The special tax applicable to each type of parcel has been based on the proportional cost of the improvements and services attributable to the parcel. The revenues derived using the special tax schedule will not be used for any purpose other than that for which the special tax was imposed and shall not exceed the funds required to provide the improvements and services. The special tax is being imposed for extended County services not available to the public at large in substantially the same manner as it is to the property owners in County Service Area No. 55. Fourteen (14) parcels currently make up the area designated as County Service Area No. 55:

Parcel Count	Development Status	County Use Code
14	Developed	Residential
2	Undeveloped	Open Space & Common Area Recreational

Given the current development it has been determined that all residential parcels receive an equal share per unit of the proportional cost of the improvements and services. The residential County use code has been assigned a value of one (1) equivalent dwelling unit ("EDU") per unit and used as the benchmark for other use codes.

The table below represents the annual maximum special tax amount that can be charged per parcel per unit starting with fiscal year 2015/16. The annual maximum special tax shall be increased by the cost of living inflator as described below.

**The actual amount of the annual special tax will be determined based on actual budget costs but in no case shall the special tax amount levied on a parcel exceed the assigned annual maximum special tax as increased by the cost of living inflator.**

**Creekside 5**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Open Space and Common Area (0.0 EDU)
2014/15	N/A	924.25	0.00
2015/16	2.8%	950.13	0.00
2016/17	3.2%	980.53	0.00
2017/18	3.5%	1014.85	0.00
2018/19	2.9%	1044.28	0.00
2019/20	3.86%	1,084.59	0.00

**Creekside 6**

Fiscal Year	CPI Increase	Developed Land Residential (1.0 EDU)	Undeveloped Open Space and Common Area (0.0 EDU)
2014/15	N/A	n/a	0.00
2015/16	N/A	924.25	0.00
2016/17	6%	980.53	0.00
2017/18	3.5%	1014.85	0.00



2018/19	2.9%	1,044.28	0.00
2019/20	3.86%	1,084.59	0.00

**Cost of Living Inflator –**

For Creekside 5, the annual maximum special tax shall be increased annually, starting fiscal year 2015/16, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf).

For Creekside 6, the annual maximum special tax shall be increased annually, starting fiscal year 2016/17, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area. The first CPI may be increased by the percentage change of year ending December 2014 and December 2015 in order to equalize the special tax with the special tax to be imposed in other areas of CSA 55. The inflator data is typically available in mid-January from this website: [https://www.bls.gov/regions/west/data/consumerpriceindex\\_sanfrancisco\\_table.pdf](https://www.bls.gov/regions/west/data/consumerpriceindex_sanfrancisco_table.pdf).

## 5. PROPOSITION 218 COMPLIANCE

The County previously complied with Proposition 218 in the authorization of all fees and special taxes described in this report. The fees and special taxes are not being increased or imposed at a rate greater than previously authorized in any CSA.

## 6. ANNUAL 2019/2020 FEE ROLL / ANNUAL 2019/2020 SPECIAL TAX ROLL

The following pages represent the Fiscal Year 2019/2020 fee roll for CSA Nos.:16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 and 55

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
<b>CSA #16 – Holiday Estates</b>					
16	019-180-001-000	\$233.99	\$233.98	1	305 DAFFODIL DR HOLLISTER CA 95023
16	019-180-002-000	\$233.99	\$233.98	1	275 DAFFODIL DR HOLLISTER CA 95023
16	019-180-003-000	\$233.99	\$233.98	1	245 DAFFODIL DR HOLLISTER CA 95023
16	019-180-004-000	\$233.99	\$233.98	1	215 DAFFODIL DR HOLLISTER CA 95023
16	019-180-005-000	\$233.99	\$233.98	1	185 DAFFODIL DR HOLLISTER CA 95023
16	019-180-006-000	\$233.99	\$233.98	1	155 DAFFODIL DR HOLLISTER CA 95023
16	019-180-007-000	\$233.99	\$233.98	1	125 DAFFODIL DR HOLLISTER CA 95023
16	019-180-008-000	\$233.99	\$233.98	1	105 DAFFODIL DR HOLLISTER CA 95023
16	019-180-009-000	\$233.99	\$233.98	1	65 DAFFODIL DR HOLLISTER CA 95023
16	019-180-010-000	\$233.99	\$233.98	1	25 DAFFODIL DR HOLLISTER CA 95023
16	019-180-011-000	\$233.99	\$233.98	1	300 DAFFODIL DR HOLLISTER CA 95023
16	019-180-012-000	\$233.99	\$233.98	1	270 DAFFODIL DR HOLLISTER CA 95023
16	019-180-013-000	\$233.99	\$233.98	1	240 DAFFODIL DR HOLLISTER CA 95023
16	019-180-014-000	\$233.99	\$233.98	1	210 DAFFODIL DR HOLLISTER CA 95023
16	019-180-015-000	\$233.99	\$233.98	1	180 DAFFODIL DR HOLLISTER CA 95023
16	019-180-016-000	\$233.99	\$233.98	1	1514 SANTA ANA RD HOLLISTER CA 95023
16	019-180-017-000	\$233.99	\$233.98	1	120 DAFFODIL DR HOLLISTER CA 95023
16	019-180-018-000	\$233.99	\$233.98	1	90 DAFFODIL DR HOLLISTER CA 95023
16	019-180-019-000	\$233.99	\$233.98	1	70 DAFFODIL DR HOLLISTER CA 95023
16	019-180-025-000	\$233.99	\$233.98	1	341 DAFFODIL DR HOLLISTER CA 95023
16	019-180-026-000	\$233.99	\$233.98	1	315 DAFFODIL DR HOLLISTER CA 95023
16	019-180-027-000	\$233.99	\$233.98	1	15 JONQUIL LN HOLLISTER CA 95023
16	019-180-028-000	\$233.99	\$233.98	1	35 JONQUIL LN HOLLISTER CA 95023
16	019-180-029-000	\$233.99	\$233.98	1	65 JONQUIL LN HOLLISTER CA 95023
16	019-180-030-000	\$233.99	\$233.98	1	95 JONQUIL LN HOLLISTER CA 95023
16	019-180-031-000	\$233.99	\$233.98	1	125 JONQUIL LN HOLLISTER CA 95023
16	019-180-032-000	\$233.99	\$233.98	1	145 JONQUIL LN HOLLISTER CA 95023
16	019-180-033-000	\$233.99	\$233.98	1	175 JONQUIL LN HOLLISTER CA 95023
16	019-180-034-000	\$233.99	\$233.98	1	310 DAFFODIL DR HOLLISTER CA 95023

FY 2019/20 Property-Related Fees & Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 & 55

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
16	019-180-035-000	\$233.99	\$233.98	1	60 JONQUIL LN HOLLISTER CA 95023
16	019-180-036-000	\$233.99	\$233.98	1	90 JONQUIL LN HOLLISTER CA 95023
16	019-180-037-000	\$233.99	\$233.98	1	120 JONQUIL LN HOLLISTER CA 95023
16	019-180-038-000	\$233.99	\$233.98	1	150 JONQUIL LN HOLLISTER CA 95023
16	019-180-039-000	\$233.99	\$233.98	1	180 JONQUIL LN HOLLISTER CA 95023
16	019-180-040-000	\$233.99	\$233.98	1	50 DAFFODIL DR HOLLISTER CA 95023
16	019-180-042-000	\$233.99	\$233.98	1	20 DAFFODIL DR HOLLISTER CA 95023
16	019-180-043-000	\$233.99	\$233.98	1	1560 SANTA ANA RD HOLLISTER CA 95023
16	020-570-002-000	\$233.99	\$233.98	1	20 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-003-000	\$233.99	\$233.98	1	60 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-004-000	\$233.99	\$233.98	1	100 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-005-000	\$233.99	\$233.98	1	130 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-006-000	\$233.99	\$233.98	1	160 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-007-000	\$233.99	\$233.98	1	190 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-008-000	\$233.99	\$233.98	1	220 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-009-000	\$467.99	\$467.96	2	250 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-010-000	\$233.99	\$233.98	1	2020 SUNSET DR HOLLISTER CA 95023
16	020-570-011-000	\$233.99	\$233.98	1	2011 SUNSET DR HOLLISTER CA 95023
16	020-570-012-000	\$233.99	\$233.98	1	41 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-013-000	\$233.99	\$233.98	1	71 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-014-000	\$233.99	\$233.98	1	101 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-015-000	\$233.99	\$233.98	1	141 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-016-000	\$233.99	\$233.98	1	181 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-017-000	\$233.99	\$233.98	1	221 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-018-000	\$233.99	\$233.98	1	271 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-019-000	\$233.99	\$233.98	1	311 HOLLIDAY DR HOLLISTER CA 95023
16	020-570-020-000	\$233.99	\$233.98	1	30 BEVERLY DR HOLLISTER CA 95023
16	020-570-021-000	\$233.99	\$233.98	1	40 BEVERLY DR HOLLISTER CA 95023
16	020-570-022-000	\$233.99	\$233.98	1	58 BEVERLY DR HOLLISTER CA 95023
16	020-570-023-000	\$233.99	\$233.98	1	93 CREEKSIDE CT HOLLISTER CA 95023
16	020-570-024-000	\$233.99	\$233.98	1	63 CREEKSIDE CT HOLLISTER CA 95023
16	020-570-025-000	\$233.99	\$233.98	1	53 CREEKSIDE CT HOLLISTER CA 95023
16	020-570-026-000	\$233.99	\$233.98	1	33 CREEKSIDE CT HOLLISTER CA 95023
16	020-570-027-000	\$233.99	\$233.98	1	1801 SUNSET DR HOLLISTER CA 95023
16	020-570-028-000	\$233.99	\$233.98	1	158 SUNRISE DR HOLLISTER CA 95023
16	020-570-029-000	\$233.99	\$233.98	1	155 SUNRISE DR HOLLISTER CA 95023
16	020-570-030-000	\$233.99	\$233.98	1	50 CREEKSIDE CT HOLLISTER CA 95023
16	020-570-031-000	\$467.99	\$467.96	2	20 & 30 CREEKSIDE CT HOLLISTER CA 95023
16	020-570-032-000	\$233.99	\$233.98	1	140 SUNRISE DR HOLLISTER CA 95023
16	020-570-033-000	\$58.50	\$58.50	0.25	0 SUNRISE DR HOLLISTER CA 95023
16	020-570-034-000	\$233.99	\$233.98	1	115 SUNRISE DR HOLLISTER CA 95023
16	020-570-035-000	\$233.99	\$233.98	1	93 SUNRISE DR HOLLISTER CA 95023
16	020-570-036-000	\$233.99	\$233.98	1	75 SUNRISE DR HOLLISTER CA 95023
16	020-570-037-000	\$233.99	\$233.98	1	61 SUNRISE DR HOLLISTER CA 95023
16	020-570-038-000	\$233.99	\$233.98	1	45 SUNRISE DR HOLLISTER CA 95023
16	020-570-039-000	\$233.99	\$233.98	1	1890 SUNSET DR HOLLISTER CA 95023
16	020-570-040-000	\$233.99	\$233.98	1	1871 SUNSET DR HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
16	020-570-041-000	\$233.99	\$233.98	1	130 SUNRISE DR HOLLISTER CA 95023
16	020-570-042-000	\$233.99	\$233.98	1	120 SUNRISE DR HOLLISTER CA 95023
16	020-570-043-000	\$467.99	\$467.96	2	110 SUNRISE DR HOLLISTER CA 95023
16	020-570-044-000	\$233.99	\$233.98	1	90 SUNRISE DR HOLLISTER CA 95023
16	020-570-045-000	\$233.99	\$233.98	1	70 SUNRISE DR HOLLISTER CA 95023
16	020-570-046-000	\$467.99	\$467.96	2	52 SUNRISE DR HOLLISTER CA 95023
16	020-570-047-000	\$233.99	\$233.98	1	1960 SUNSET DR HOLLISTER CA 95023
16	020-570-048-000	\$233.99	\$233.98	1	1941 SUNSET DR HOLLISTER CA 95023
<b>CSA # 21 – Long Acres</b>					
21	025-480-001-000	\$464.99	\$315.40	1	2720 ARLINGTON DR HOLLISTER CA 95023
21	025-480-002-000	\$464.99	\$315.40	1	10 LAUREL CT HOLLISTER CA 95023
21	025-480-003-000	\$464.99	\$315.40	1	20 LAUREL CT HOLLISTER CA 95023
21	025-480-004-000	\$464.99	\$315.40	1	30 LAUREL CT HOLLISTER CA 95023
21	025-480-005-000	\$464.99	\$315.40	1	40 LAUREL CT HOLLISTER CA 95023
21	025-480-006-000	\$464.99	\$315.40	1	41 LAUREL CT HOLLISTER CA 95023
21	025-480-007-000	\$464.99	\$315.40	1	31 LAUREL CT HOLLISTER CA 95023
21	025-480-008-000	\$464.99	\$315.40	1	21 LAUREL CT HOLLISTER CA 95023
21	025-480-009-000	\$464.99	\$315.40	1	11 LAUREL CT HOLLISTER CA 95023
21	025-480-010-000	\$464.99	\$315.40	1	2640 ARLINGTON DR HOLLISTER CA 95023
21	025-480-011-000	\$464.99	\$315.40	1	2680 ARLINGTON DR HOLLISTER CA 95023
21	025-490-001-000	\$464.99	\$315.40	1	2600 ARLINGTON DR HOLLISTER CA 95023
21	025-490-002-000	\$464.99	\$315.40	1	10 BELMONT CT HOLLISTER CA 95023
21	025-490-003-000	\$464.99	\$315.40	1	20 BELMONT CT HOLLISTER CA 95023
21	025-490-004-000	\$464.99	\$315.40	1	30 BELMONT CT HOLLISTER CA 95023
21	025-490-005-000	\$464.99	\$315.40	1	40 BELMONT CT HOLLISTER CA 95023
21	025-490-006-000	\$464.99	\$315.40	1	35 BELMONT CT HOLLISTER CA 95023
21	025-490-007-000	\$464.99	\$315.40	1	25 BELMONT CT HOLLISTER CA 95023
21	025-490-008-000	\$464.99	\$315.40	1	2555 ARLINGTON DR HOLLISTER CA 95023
21	025-490-009-000	\$464.99	\$315.40	1	2550 ARLINGTON DR HOLLISTER CA 95023
21	025-490-010-000	\$464.99	\$315.40	1	2560 ARLINGTON DR HOLLISTER CA 95023
21	025-490-011-000	\$464.99	\$315.40	1	2580 ARLINGTON DR HOLLISTER CA 95023
<b>CSA #22 – Cielo Vista</b>					
22	020-760-001-000	\$963.57	\$963.56	1	481 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-002-000	\$963.57	\$963.56	1	471 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-003-000	\$963.57	\$963.56	1	461 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-004-000	\$963.57	\$963.56	1	451 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-005-000	\$963.57	\$963.56	1	441 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-006-000	\$963.57	\$963.56	1	431 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-007-000	\$963.57	\$963.56	1	421 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-008-000	\$963.57	\$963.56	1	411 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-009-000	\$963.57	\$963.56	1	401 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-010-000	\$963.57	\$963.56	1	470 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-011-000	\$963.57	\$963.56	1	430 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-012-000	\$963.57	\$963.56	1	420 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-013-000	\$963.57	\$963.56	1	410 TIERRA DEL SOL HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
22	020-760-014-000	\$963.57	\$963.56	1	400 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-015-000	\$963.57	\$963.56	1	480 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-016-000	\$963.57	\$963.56	1	347 VISTA DE ORO HOLLISTER CA 95023
22	020-760-017-000	\$963.57	\$963.56	1	337 VISTA DE ORO HOLLISTER CA 95023
22	020-760-018-000	\$963.57	\$963.56	1	327 VISTA DE ORO HOLLISTER CA 95023
22	020-760-019-000	\$963.57	\$963.56	1	317 VISTA DE ORO HOLLISTER CA 95023
22	020-760-020-000	\$963.57	\$963.56	1	307 VISTA DE ORO HOLLISTER CA 95023
22	020-760-021-000	\$963.57	\$963.56	1	371 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-022-000	\$963.57	\$963.56	1	361 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-023-000	\$963.57	\$963.56	1	351 TIERRA DEL SOL HOLLISTER CA 95023
22	020-760-024-000	\$963.57	\$963.56	1	341 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-001-000	\$963.57	\$963.56	1	491 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-002-000	\$963.57	\$963.56	1	501 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-004-000	\$963.57	\$963.56	1	356 VISTA DE ORO HOLLISTER CA 95023
22	020-770-005-000	\$963.57	\$963.56	1	346 VISTA DE ORO HOLLISTER CA 95023
22	020-770-006-000	\$963.57	\$963.56	1	326 VISTA DE ORO HOLLISTER CA 95023
22	020-770-007-000	\$963.57	\$963.56	1	316 VISTA DE ORO HOLLISTER CA 95023
22	020-770-008-000	\$963.57	\$963.56	1	306 VISTA DE ORO HOLLISTER CA 95023
22	020-770-009-000	\$963.57	\$963.56	1	245 VALLE VERDE HOLLISTER CA 95023
22	020-770-010-000	\$963.57	\$963.56	1	235 VALLE VERDE HOLLISTER CA 95023
22	020-770-011-000	\$963.57	\$963.56	1	225 VALLE VERDE HOLLISTER CA 95023
22	020-770-012-000	\$963.57	\$963.56	1	215 VALLE VERDE HOLLISTER CA 95023
22	020-770-013-000	\$963.57	\$963.56	1	300 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-014-000	\$963.57	\$963.56	1	120 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-015-000	\$963.57	\$963.56	1	234 VALLE VERDE HOLLISTER CA 95023
22	020-770-016-000	\$963.57	\$963.56	1	224 VALLE VERDE HOLLISTER CA 95023
22	020-770-017-000	\$963.57	\$963.56	1	214 VALLE VERDE HOLLISTER CA 95023
22	020-770-018-000	\$963.57	\$963.56	1	204 VALLE VERDE HOLLISTER CA 95023
22	020-770-019-000	\$963.57	\$963.56	1	280 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-020-000	\$963.57	\$963.56	1	331 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-021-000	\$963.57	\$963.56	1	321 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-022-000	\$963.57	\$963.56	1	311 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-023-000	\$963.57	\$963.56	1	301 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-024-000	\$963.57	\$963.56	1	291 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-025-000	\$963.57	\$963.56	1	281 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-026-000	\$963.57	\$963.56	1	511 TIERRA DEL SOL HOLLISTER CA 95023
22	020-770-027-000	\$0.00	\$0.00	0	0 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-001-000	\$0.00	\$0.00	0	0 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-002-000	\$963.57	\$963.56	1	130 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-003-000	\$963.57	\$963.56	1	133 CALLE CUESTA HOLLISTER CA 95023
22	020-780-004-000	\$963.57	\$963.56	1	123 CALLE CUESTA HOLLISTER CA 95023
22	020-780-005-000	\$963.57	\$963.56	1	111 CALLE CUESTA HOLLISTER CA 95023
22	020-780-006-000	\$963.57	\$963.56	1	103 CALLE CUESTA HOLLISTER CA 95023
22	020-780-007-000	\$963.57	\$963.56	1	271 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-008-000	\$963.57	\$963.56	1	261 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-009-000	\$963.57	\$963.56	1	251 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-010-000	\$963.57	\$963.56	1	241 TIERRA DEL SOL HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
22	020-780-011-000	\$963.57	\$963.56	1	231 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-012-000	\$963.57	\$963.56	1	221 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-013-000	\$963.57	\$963.56	1	211 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-014-000	\$963.57	\$963.56	1	201 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-015-000	\$963.57	\$963.56	1	191 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-016-000	\$963.57	\$963.56	1	181 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-017-000	\$963.57	\$963.56	1	171 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-018-000	\$963.57	\$963.56	1	161 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-019-000	\$963.57	\$963.56	1	151 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-020-000	\$963.57	\$963.56	1	141 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-021-000	\$963.57	\$963.56	1	132 CALLE CUESTA HOLLISTER CA 95023
22	020-780-022-000	\$963.57	\$963.56	1	122 CALLE CUESTA HOLLISTER CA 95023
22	020-780-023-000	\$963.57	\$963.56	1	112 CALLE CUESTA HOLLISTER CA 95023
22	020-780-024-000	\$963.57	\$963.56	1	102 CALLE CUESTA HOLLISTER CA 95023
22	020-780-025-000	\$963.57	\$963.56	1	160 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-026-000	\$963.57	\$963.56	1	190 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-027-000	\$963.57	\$963.56	1	200 TIERRA DEL SOL HOLLISTER CA 95023
22	020-780-028-000	\$963.57	\$963.56	1	220 TIERRA DEL SOL HOLLISTER CA 95023
<b>CSA #23 – Rancho San Joaquin</b>					
23	017-020-040-000	\$730.88	\$560.00	1	400 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-047-000	\$730.88	\$560.00	1	430 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-048-000	\$1,461.76	\$1,120.00	2	460 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-049-000	\$730.88	\$560.00	1	30 ROCKIE RD HOLLISTER CA 95023
23	017-020-050-000	\$730.88	\$560.00	1	25 ROCKIE RD HOLLISTER CA 95023
23	017-020-051-000	\$730.88	\$560.00	1	560 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-052-000	\$1,461.76	\$1,120.00	2	600 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-053-000	\$730.88	\$560.00	1	630 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-054-000	\$730.88	\$560.00	1	660 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-055-000	\$730.88	\$560.00	1	690 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-056-000	\$730.88	\$560.00	1	710 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-057-000	\$730.88	\$560.00	1	730 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-058-000	\$730.88	\$560.00	1	111 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-059-000	\$730.88	\$560.00	1	351 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-060-000	\$730.88	\$560.00	1	451 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-061-000	\$730.88	\$560.00	1	471 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-062-000	\$730.88	\$560.00	1	481 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-063-000	\$730.88	\$560.00	1	501 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-064-000	\$730.88	\$560.00	1	521 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-065-000	\$730.88	\$560.00	1	561 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-066-000	\$730.88	\$560.00	1	621 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-067-000	\$730.88	\$560.00	1	711 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-068-000	\$730.88	\$560.00	1	721 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-069-000	\$730.88	\$560.00	1	731 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-070-000	\$730.88	\$560.00	1	262 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-071-000	\$730.88	\$560.00	1	200 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-072-000	\$730.88	\$560.00	1	160 TEVIS TRAIL HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
23	017-020-073-000	\$730.88	\$560.00	1	100 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-074-000	\$730.88	\$560.00	1	350 TEVIS TRAIL HOLLISTER CA 95023
23	017-020-075-000	\$730.88	\$560.00	1	7033 FAIRVIEW RD HOLLISTER CA 95023
<b>CSA #24 – Santa Ana Acres</b>					
24	019-390-001-000	\$302.36	\$258.00	1	265 JONQUIL LN HOLLISTER CA 95023
24	019-390-002-000	\$302.36	\$258.00	1	275 KANE DR HOLLISTER CA 95023
24	019-390-003-000	\$302.36	\$258.00	1	255 KANE DR HOLLISTER CA 95023
24	019-390-004-000	\$302.36	\$258.00	1	245 KANE DR HOLLISTER CA 95023
24	019-390-005-000	\$302.36	\$258.00	1	235 KANE DR HOLLISTER CA 95023
24	019-390-006-000	\$302.36	\$258.00	1	225 KANE DR HOLLISTER CA 95023
24	019-390-007-000	\$302.36	\$258.00	1	215 KANE DR HOLLISTER CA 95023
24	019-390-008-000	\$302.36	\$258.00	1	205 KANE DR HOLLISTER CA 95023
24	019-390-009-000	\$302.36	\$258.00	1	195 KANE DR HOLLISTER CA 95023
24	019-390-010-000	\$604.72	\$516.00	2	185 & 185-B KANE DR HOLLISTER CA 95023
24	019-390-011-000	\$302.36	\$258.00	1	175 KANE DR HOLLISTER CA 95023
24	019-390-012-000	\$302.36	\$258.00	1	165 KANE DR HOLLISTER CA 95023
24	019-390-013-000	\$302.36	\$258.00	1	155 KANE DR HOLLISTER CA 95023
24	019-390-014-000	\$302.36	\$258.00	1	135 KANE DR HOLLISTER CA 95023
24	019-390-015-000	\$604.72	\$516.00	2	270 KANE DR HOLLISTER CA 95023
24	019-390-016-000	\$302.36	\$258.00	1	260 KANE DR HOLLISTER CA 95023
24	019-390-017-000	\$302.36	\$258.00	1	250 KANE DR HOLLISTER CA 95023
24	019-390-018-000	\$302.36	\$258.00	1	240 KANE DR HOLLISTER CA 95023
24	019-390-019-000	\$302.36	\$258.00	1	230 KANE DR HOLLISTER CA 95023
24	019-390-020-000	\$302.36	\$258.00	1	220 KANE DR HOLLISTER CA 95023
24	019-390-021-000	\$302.36	\$258.00	1	210 KANE DR HOLLISTER CA 95023
24	019-390-022-000	\$302.36	\$258.00	1	200 KANE DR HOLLISTER CA 95023
24	019-390-023-000	\$604.72	\$516.00	2	190 KANE DR HOLLISTER CA 95023
24	019-390-024-000	\$604.72	\$516.00	2	180 KANE DR HOLLISTER CA 95023
24	019-390-025-000	\$302.36	\$258.00	1	170 KANE DR HOLLISTER CA 95023
24	019-390-026-000	\$302.36	\$258.00	1	160 KANE DR HOLLISTER CA 95023
24	019-390-027-000	\$302.36	\$258.00	1	150 KANE DR HOLLISTER CA 95023
<b>CSA #28 – Heatherwood</b>					
28	025-510-001-000	\$615.47	\$368.36	1	630 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-002-000	\$615.47	\$368.36	1	640 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-003-000	\$615.47	\$368.36	1	700 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-004-000	\$615.47	\$368.36	1	770 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-007-000	\$615.47	\$368.36	1	875 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-008-000	\$615.47	\$368.36	1	865 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-009-000	\$615.47	\$368.36	1	845 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-010-000	\$615.47	\$368.36	1	835 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-011-000	\$615.47	\$368.36	1	975 MARANATHA DR HOLLISTER CA 95023
28	025-510-012-000	\$615.47	\$368.36	1	1000 MARANATHA DR HOLLISTER CA 95023
28	025-510-013-000	\$615.47	\$368.36	1	810 MARANATHA DR HOLLISTER CA 95023
28	025-510-014-000	\$615.47	\$368.36	1	780 MARANATHA DR HOLLISTER CA 95023
28	025-510-015-000	\$615.47	\$368.36	1	690 MARANATHA DR HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
28	025-510-016-000	\$615.47	\$368.36	1	520 MARANATHA DR HOLLISTER CA 95023
28	025-510-017-000	\$615.47	\$368.36	1	500 MARANATHA DR HOLLISTER CA 95023
28	025-510-018-000	\$615.47	\$368.36	1	505 MARANTHA DR HOLLISTER CA 95023
28	025-510-019-000	\$615.47	\$368.36	1	540 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-020-000	\$615.47	\$368.36	1	550 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-021-000	\$615.47	\$368.36	1	600 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-022-000	\$615.47	\$368.36	1	575 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-023-000	\$615.47	\$368.36	1	895 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-024-000	\$615.47	\$368.36	1	850 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-025-000	\$615.47	\$368.36	1	840 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-026-000	\$615.47	\$368.36	1	820 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-027-000	\$615.47	\$368.36	1	525 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-028-000	\$615.47	\$368.36	1	535 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-029-000	\$1,230.94	\$736.72	2	545-547 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-510-030-000	\$615.47	\$368.36	1	795 HEATHERWOOD LA HOLLISTER CA 95023
28	025-510-031-000	\$615.47	\$368.36	1	885 HEATHERWOOD EST DR HOLLISTER CA 95023
28	025-520-001-000	\$615.47	\$368.36	1	908 FOXHILL CIR HOLLISTER CA 95023
28	025-520-002-000	\$615.47	\$368.36	1	912 FOXHILL CIR HOLLISTER CA 95023
28	025-520-003-000	\$615.47	\$368.36	1	920 FOXHILL CIR HOLLISTER CA 95023
28	025-520-006-000	\$615.47	\$368.36	1	875 FOXHILL CIR HOLLISTER CA 95023
28	025-520-007-000	\$615.47	\$368.36	1	855 FOXHILL CIR HOLLISTER CA 95023
28	025-520-008-000	\$615.47	\$368.36	1	845 FOXHILL CIR HOLLISTER CA 95023
28	025-520-009-000	\$615.47	\$368.36	1	835 FOXHILL CIR HOLLISTER CA 95023
28	025-520-010-000	\$615.47	\$368.36	1	825 FOXHILL CIR HOLLISTER CA 95023
28	025-520-011-000	\$615.47	\$368.36	1	815 FOXHILL CIR HOLLISTER CA 95023
28	025-520-012-000	\$615.47	\$368.36	1	805 FOXHILL CIR HOLLISTER CA 95023
28	025-520-013-000	\$615.47	\$368.36	1	795 FOXHILL CIR HOLLISTER CA 95023
28	025-520-014-000	\$615.47	\$368.36	1	800 FOXHILL CIR HOLLISTER CA 95023
28	025-520-015-000	\$615.47	\$368.36	1	810 FOXHILL CIR HOLLISTER CA 95023
28	025-520-016-000	\$615.47	\$368.36	1	830 FOXHILL CIR HOLLISTER CA 95023
28	025-520-017-000	\$615.47	\$368.36	1	925 FOXHILL CIR HOLLISTER CA 95023
28	025-520-018-000	\$615.47	\$368.36	1	915 FOXHILL CIR HOLLISTER CA 95023
28	025-520-019-000	\$615.47	\$368.36	1	901 FOXHILL CIR HOLLISTER CA 95023
28	025-520-020-000	\$615.47	\$368.36	1	928 FOXHILL CIR HOLLISTER CA 95023
28	025-520-021-000	\$615.47	\$368.36	1	936 FOXHILL CIR HOLLISTER CA 95023
<b>CSA #31 - Stonegate</b>					
31	022-300-001-000	\$3,719.11	\$3,323.14	1	5535 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-002-000	\$3,719.11	\$3,323.14	1	5555 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-003-000	\$3,719.11	\$3,323.14	1	5595 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-004-000	\$3,719.11	\$3,323.14	1	5625 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-005-000	\$3,719.11	\$3,323.14	1	5647 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-006-000	\$3,719.11	\$3,323.14	1	5651 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-007-000	\$3,719.11	\$3,323.14	1	61 SADDLE CT TRES PINOS CA 95045
31	022-300-008-000	\$3,719.11	\$3,323.14	1	5649 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-009-000	\$3,719.11	\$3,323.14	1	73 SADDLE CT TRES PINOS CA 95045



CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
31	022-300-010-000	\$3,719.11	\$3,323.14	1	74 SADDLE CT TRES PINOS CA 95045
31	022-300-011-000	\$3,719.11	\$3,323.14	1	5675 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-012-000	\$3,719.11	\$3,323.14	1	5679 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-013-000	\$3,719.11	\$3,323.14	1	5685 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-014-000	\$3,719.11	\$3,323.14	1	5540 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-015-000	\$3,719.11	\$3,323.14	1	5550 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-016-000	\$3,719.11	\$3,323.14	1	5560 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-017-000	\$3,719.11	\$3,323.14	1	5580 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-018-000	\$3,719.11	\$3,323.14	1	5610 SUNDOWN LN TRES PINOS CA 95045
31	022-300-019-000	\$3,719.11	\$3,323.14	1	5612 SUNDOWN LN TRES PINOS CA 95045
31	022-300-020-000	\$3,719.11	\$3,323.14	1	5614 SUNDOWN LN TRES PINOS CA 95045
31	022-300-021-000	\$3,719.11	\$3,323.14	1	5605 SUNDOWN LN TRES PINOS CA 95045
31	022-300-022-000	\$3,719.11	\$3,323.14	1	5618 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-023-000	\$3,719.11	\$3,323.14	1	5642 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-024-000	\$3,719.11	\$3,323.14	1	5652 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-025-000	\$3,719.11	\$3,323.14	1	5662 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-026-000	\$3,719.11	\$3,323.14	1	5672 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-027-000	\$3,719.11	\$3,323.14	1	5676 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-028-000	\$3,719.11	\$3,323.14	1	5680 DIABLO HILLS RD TRES PINOS CA 95045
31	022-300-029-000	\$3,719.11	\$3,323.14	1	5615 SUNDOWN LN TRES PINOS CA 95045
31	022-300-030-000	\$3,719.11	\$3,323.14	1	5623 SUNDOWN LN TRES PINOS CA 95045
31	022-300-031-000	\$3,719.11	\$3,323.14	1	5627 SUNDOWN LN TRES PINOS CA 95045
31	022-300-032-000	\$3,719.11	\$3,323.14	1	5629 SUNDOWN LN TRES PINOS CA 95045
31	022-300-033-000	\$3,719.11	\$3,323.14	1	5631 SUNDOWN LN TRES PINOS CA 95045
31	022-300-034-000	\$3,719.11	\$3,323.14	1	5637 SUNDOWN LN TRES PINOS CA 95045
31	022-300-035-000	\$3,719.11	\$3,323.14	1	5655 HORIZON DR TRES PINOS CA 95045
31	022-300-036-000	\$3,719.11	\$3,323.14	1	5616 SUNDOWN LN TRES PINOS CA 95045
31	022-300-037-000	\$3,719.11	\$3,323.14	1	5620 SUNDOWN LN TRES PINOS CA 95045
31	022-300-038-000	\$3,719.11	\$3,323.14	1	5624 SUNDOWN LN TRES PINOS CA 95045
31	022-300-039-000	\$3,719.11	\$3,323.14	1	5626 SUNDOWN LN TRES PINOS CA 95045
31	022-300-040-000	\$3,719.11	\$3,323.14	1	5628 SUNDOWN LN TRES PINOS CA 95045
31	022-300-041-000	\$3,719.11	\$3,323.14	1	5630 SUNDOWN LN TRES PINOS CA 95045
31	022-300-042-000	\$3,719.11	\$3,323.14	1	5632 SUNDOWN LN TRES PINOS CA 95045
31	022-300-043-000	\$3,719.11	\$3,323.14	1	5634 SUNDOWN LN TRES PINOS CA 95045
31	022-300-044-000	\$3,719.11	\$3,323.14	1	5636 SUNDOWN LN TRES PINOS CA 95045
31	022-300-045-000	\$3,719.11	\$3,323.14	1	5638 SUNDOWN LN TRES PINOS CA 95045
31	022-310-001-000	\$3,719.11	\$3,323.14	1	5689 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-002-000	\$3,719.11	\$3,323.14	1	5695 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-003-000	\$3,719.11	\$3,323.14	1	5775 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-004-000	\$3,719.11	\$3,323.14	1	5885 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-005-000	\$3,719.11	\$3,323.14	1	5955 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-006-000	\$3,719.11	\$3,323.14	1	6005 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-007-000	\$3,719.11	\$3,323.14	1	6505 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-008-000	\$3,719.11	\$3,323.14	1	6995 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-009-000	\$3,719.11	\$3,323.14	1	7171 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-010-000	\$3,719.11	\$3,323.14	1	7251 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-011-000	\$3,719.11	\$3,323.14	1	5670 HORIZON DR TRES PINOS CA 95045

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
31	022-310-012-000	\$3,719.11	\$3,323.14	1	5660 HORIZON DR TRES PINOS CA 95045
31	022-310-013-000	\$3,719.11	\$3,323.14	1	5650 HORIZON DR TRES PINOS CA 95045
31	022-310-014-000	\$3,719.11	\$3,323.14	1	800 MEADOW CT TRES PINOS CA 95045
31	022-310-015-000	\$0.00	\$0.00	0	0 MEADOW CT TRES PINOS CA 95045
31	022-310-016-000	\$3,719.11	\$3,323.14	1	901 MEADOW CT TRES PINOS CA 95045
31	022-310-017-000	\$3,719.11	\$3,323.14	1	905 MEADOW CT TRES PINOS CA 95045
31	022-310-018-000	\$3,719.11	\$3,323.14	1	6000 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-019-000	\$3,719.11	\$3,323.14	1	6200 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-020-000	\$3,719.11	\$3,323.14	1	6400 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-021-000	\$3,719.11	\$3,323.14	1	6600 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-022-000	\$3,719.11	\$3,323.14	1	6700 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-023-000	\$3,719.11	\$3,323.14	1	6800 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-024-000	\$3,719.11	\$3,323.14	1	6900 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-025-000	\$3,719.11	\$3,323.14	1	7000 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-026-000	\$3,719.11	\$3,323.14	1	7100 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-027-000	\$3,719.11	\$3,323.14	1	7200 DIABLO HILLS RD TRES PINOS CA 95045
31	022-310-028-000	\$3,719.11	\$3,323.14	1	445 QUIEN SABE RD TRES PINOS CA 95045
31	022-310-029-000	\$3,719.11	\$3,323.14	1	335 QUIEN SABE RD TRES PINOS CA 95045
<b>CSA #34 – Ausaymas Estates</b>					
34	017-020-076-000	\$396.56	\$396.56	1	101 AUSAYMAS CT HOLLISTER CA 95023
34	017-020-077-000	\$396.56	\$396.56	1	110 AUSAYMAS CT HOLLISTER CA 95023
34	017-020-078-000	\$396.56	\$396.56	1	111 AUSAYMAS CT HOLLISTER CA 95023
34	017-020-079-000	\$396.56	\$396.56	1	120 AUSAYMAS CT HOLLISTER CA 95023
34	017-020-080-000	\$396.56	\$396.56	1	121 AUSAYMAS CT HOLLISTER CA 95023
34	017-020-081-000	\$396.56	\$396.56	1	131 AUSAYMAS CT HOLLISTER CA 95023
34	017-020-082-000	\$396.56	\$396.56	1	140 AUSAYMAS CT HOLLISTER CA 95023
<b>CSA #35 – Union Heights</b>					
35	021-080-037-000	\$512.28	\$464.82	1	1000 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-038-000	\$512.28	\$464.82	1	850 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-039-000	\$512.28	\$464.82	1	700 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-040-000	\$512.28	\$464.82	1	650 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-041-000	\$512.28	\$464.82	1	620 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-042-000	\$0.00	\$0.00	0	UNION HEIGHTS LOT 42 HOLLISTER CA 95023
35	021-080-043-000	\$512.28	\$464.82	1	540 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-044-000	\$512.28	\$464.82	1	430 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-045-000	\$512.28	\$464.82	1	370 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-046-000	\$512.28	\$464.82	1	330 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-047-000	\$0.00	\$0.00	0	UNION HEIGHTS (OPEN SPACE)
35	021-080-052-000	\$512.28	\$464.82	1	1131 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-053-000	\$512.28	\$464.82	1	1031 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-054-000	\$512.28	\$464.82	1	931 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-055-000	\$512.28	\$464.82	1	831 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-056-000	\$512.28	\$464.82	1	731 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-057-000	\$512.28	\$464.82	1	631 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-058-000	\$512.28	\$464.82	1	531 UNION HEIGHTS DR HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
35	021-080-059-000	\$512.28	\$464.82	1	1400 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-060-000	\$512.28	\$464.82	1	1600 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-061-000	\$512.28	\$464.82	1	1531 UNION HEIGHT DR HOLLISTER CA 95023
35	021-080-062-000	\$512.28	\$464.82	1	1431 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-063-000	\$512.28	\$464.82	1	1331 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-064-000	\$512.28	\$464.82	1	1321 UNION HEIGHTS DR HOLLISTER CA 95023
35	021-080-065-000	\$0.00	\$0.00	0	UNION HEIGHTS (OPEN SPACE)
<b>CSA #42 – Lemmon Acres</b>					
42	025-530-001-000	\$1,408.69	\$931.00	2	LEMMON CT PCL A HOLLISTER CA 95023
42	025-530-002-000	\$704.34	\$465.50	1	3165 CAREY WAY HOLLISTER CA 95023
42	025-530-003-000	\$704.34	\$465.50	1	3125 CAREY WAY HOLLISTER CA 95023
42	025-530-004-000	\$704.34	\$465.50	1	3022 LEMMON CT HOLLISTER CA 95023
42	025-530-005-000	\$704.34	\$465.50	1	3052 LEMMON CT HOLLISTER CA 95023
42	025-530-006-000	\$704.34	\$465.50	1	3062 LEMMON CT HOLLISTER CA 95023
42	025-530-007-000	\$704.34	\$465.50	1	3051 LEMMON CT HOLLISTER CA 95023
42	025-530-008-000	\$704.34	\$465.50	1	3041 LEMMON CT HOLLISTER CA 95023
42	025-530-009-000	\$704.34	\$465.50	1	3031 LEMMON CT HOLLISTER CA 95023
42	025-530-010-000	\$1,408.68	\$931.00	2	3029 LEMMON CT HOLLISTER CA 95023
42	025-530-011-000	\$704.34	\$465.50	1	3021 LEMMON CT HOLLISTER CA 95023
42	025-530-012-000	\$704.34	\$465.50	1	3011 LEMMON CT HOLLISTER CA 95023
42	025-530-013-000	\$704.34	\$465.50	1	2985 CAREY WAY HOLLISTER CA 95023
42	025-530-014-000	\$704.34	\$465.50	1	2945 CAREY WAY HOLLISTER CA 95023
42	025-530-015-000	\$704.34	\$465.50	1	2925 CAREY WAY HOLLISTER CA 95023
42	025-530-016-000	\$704.34	\$465.50	1	2905 CAREY WAY HOLLISTER CA 95023
42	025-530-017-000	\$704.34	\$465.50	1	2865 CAREY WAY HOLLISTER CA 95023
42	025-530-018-000	\$704.34	\$465.50	1	2825 CAREY WAY HOLLISTER CA 95023
42	025-530-019-000	\$704.34	\$465.50	1	3160 CAREY WAY HOLLISTER CA 95023
42	025-530-020-000	\$704.34	\$465.50	1	3120 CAREY WAY HOLLISTER CA 95023
42	025-530-021-000	\$704.34	\$465.50	1	3080 CAREY WAY HOLLISTER CA 95023
42	025-530-022-000	\$704.34	\$465.50	1	3040 CAREY EAY HOLLISTER CA 95023
42	025-530-023-000	\$704.34	\$465.50	1	3000 CAREY WAY HOLLISTER CA 95023
42	025-530-024-000	\$704.34	\$465.50	1	2960 CAREY WAY HOLLISTER CA 95023
42	025-530-025-000	\$704.34	\$465.50	1	2920 CAREY WAY HOLLISTER CA 95023
42	025-530-026-000	\$704.34	\$465.50	1	2880 CAREY WAY HOLLISTER CA 95023
42	025-530-027-000	\$704.34	\$465.50	1	2840 CAREY WAY HOLLISTER CA 95023
42	025-530-028-000	\$704.34	\$465.50	1	2800 CAREY WAY HOLLISTER CA 95023
<b>CSA #46 – Quail Hollow</b>					
46	020-840-001-000	\$489.47	\$489.46	1	1005 WILD OAK DR HOLLISTER CA 95023
46	020-840-002-000	\$489.47	\$489.46	1	1025 WILD OAK DR HOLLISTER CA 95023
46	020-840-003-000	\$489.47	\$489.46	1	1045 WILD OAK DR HOLLISTER CA 95023
46	020-840-004-000	\$489.47	\$489.46	1	1065 WILD OAK DR HOLLISTER CA 95023
46	020-840-005-000	\$489.47	\$489.46	1	1075 WILD OAK DR HOLLISTER CA 95023
46	020-840-006-000	\$489.47	\$489.46	1	1085 WILD OAK DR HOLLISTER CA 95023
46	020-840-007-000	\$489.47	\$489.46	1	1095 WILD OAK DR HOLLISTER CA 95023
46	020-840-008-000	\$489.47	\$489.46	1	1115 WILD OAK DR HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
46	020-840-009-000	\$489.47	\$489.46	1	1125 WILD OAK DR HOLLISTER CA 95023
46	020-840-010-000	\$489.47	\$489.46	1	1135 WILD OAK DR HOLLISTER CA 95023
46	020-840-011-000	\$489.47	\$489.46	1	1145 WILD OAK DR HOLLISTER CA 95023
46	020-840-012-000	\$489.47	\$489.46	1	1100 WILD OAK DR HOLLISTER CA 95023
46	020-840-013-000	\$489.47	\$489.46	1	1080 WILD OAK DR HOLLISTER CA 95023
46	020-840-014-000	\$489.47	\$489.46	1	1050 WILD OAK DR HOLLISTER CA 95023
46	020-840-015-000	\$489.47	\$489.46	1	40 ARROYO CT HOLLISTER CA 95023
46	020-840-016-000	\$489.47	\$489.46	1	30 ARROYO CT HOLLISTER CA 95023
46	020-840-017-000	\$489.47	\$489.46	1	20 ARROYO CT HOLLISTER CA 95023
46	020-840-018-000	\$489.47	\$489.46	1	1000 WILD OAK DR HOLLISTER CA 95023
46	020-840-019-000	\$489.47	\$489.46	1	960 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-840-020-000	\$489.47	\$489.46	1	0 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-840-020-000	\$0.00	\$0.00	0	0 WILD OAK DR HOLLISTER CA 95023
46	020-840-021-000	\$0.00	\$0.00	0	QUAIL HOLLOW DR LOT "D" HOLLISTER CA
46	020-900-001-000	\$489.47	\$489.46	1	1260 BROOK VIEW CT HOLLISTER CA 95023
46	020-900-002-000	\$489.47	\$489.46	1	1257 BROOK VIEW CT HOLLISTER CA 95023
46	020-900-003-000	\$489.47	\$489.46	1	1247 BROOK VIEW CT HOLLISTER CA 95023
46	020-900-004-000	\$489.47	\$489.46	1	1237 BROOK VIEW CT HOLLISTER CA 95023
46	020-900-005-000	\$489.47	\$489.46	1	1227 BROOK VIEW CT HOLLISTER CA 95023
46	020-900-006-000	\$489.47	\$489.46	1	1217 BROOK VIEW CT HOLLISTER CA 95023
46	020-900-007-000	\$489.47	\$489.46	1	1215 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-900-008-000	\$489.47	\$489.46	1	1205 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-900-009-000	\$489.47	\$489.46	1	1195 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-900-010-000	\$489.47	\$489.46	1	1185 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-900-011-000	\$489.47	\$489.46	1	1175 WILD OAK DR HOLLISTER CA 95023
46	020-900-012-000	\$489.47	\$489.46	1	1165 WILD OAK DR HOLLISTER CA 95023
46	020-900-013-000	\$489.47	\$489.46	1	1155 WILD OAK DR HOLLISTER CA 95023
46	020-900-014-000	\$489.47	\$489.46	1	1150 WILD OAK DR HOLLISTER CA 95023
46	020-900-015-000	\$489.47	\$489.46	1	1190 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-900-016-000	\$489.47	\$489.46	1	1212 BROOK VIEW CT HOLLISTER CA 95023
46	020-900-017-000	\$489.47	\$489.46	1	1232 BROOK VIEW CT HOLLISTER CA 95023
46	020-920-001-000	\$489.47	\$489.46	1	875 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-920-002-000	\$489.47	\$489.46	1	885 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-920-003-000	\$489.47	\$489.46	1	901 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-004-000	\$489.47	\$489.46	1	909 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-005-000	\$489.47	\$489.46	1	915 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-006-000	\$489.47	\$489.46	1	921 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-007-000	\$489.47	\$489.46	1	931 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-008-000	\$489.47	\$489.46	1	941 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-009-000	\$489.47	\$489.46	1	951 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-010-000	\$489.47	\$489.46	1	957 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-011-000	\$489.47	\$489.46	1	961 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-012-000	\$489.47	\$489.46	1	1225 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-920-013-000	\$489.47	\$489.46	1	1235 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-920-014-000	\$489.47	\$489.46	1	1245 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-920-015-000	\$489.47	\$489.46	1	1244 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-920-016-000	\$489.47	\$489.46	1	954 STONE BRIDGE TRAIL HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
46	020-920-017-000	\$489.47	\$489.46	1	944 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-018-000	\$489.47	\$489.46	1	934 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-019-000	\$489.47	\$489.46	1	924 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-020-000	\$489.47	\$489.46	1	914 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-021-000	\$489.47	\$489.46	1	904 STONE BRIDGE TRAIL HOLLISTER CA 95023
46	020-920-022-000	\$489.47	\$489.46	1	803 COVEY CT HOLLISTER CA 95023
46	020-920-023-000	\$489.47	\$489.46	1	813 COVEY CT HOLLISTER CA 95023
46	020-920-024-000	\$489.47	\$489.46	1	823 COVEY CT HOLLISTER CA 95023
46	020-920-025-000	\$489.47	\$489.46	1	833 COVEY CT HOLLISTER CA 95023
46	020-920-026-000	\$489.47	\$489.46	1	843 COVEY CT HOLLISTER CA 95023
46	020-920-027-000	\$489.47	\$489.46	1	853 COVEY CT HOLLISTER CA 95023
46	020-920-028-000	\$489.47	\$489.46	1	863 COVEY CT HOLLISTER CA 95023
46	020-920-029-000	\$489.47	\$489.46	1	873 COVEY CT HOLLISTER CA 95023
46	020-920-030-000	\$489.47	\$489.46	1	883 COVEY CT HOLLISTER CA 95023
46	020-920-031-000	\$489.47	\$489.46	1	876 COVEY CT HOLLISTER CA 95023
46	020-920-032-000	\$489.47	\$489.46	1	866 COVEY CT HOLLISTER CA 95023
46	020-920-033-000	\$489.47	\$489.46	1	856 COVEY CT HOLLISTER CA 95023
46	020-920-034-000	\$489.47	\$489.46	1	826 COVEY CT HOLLISTER CA 95023
46	020-920-035-000	\$489.47	\$489.46	1	816 COVEY CT HOLLISTER CA 95023
46	020-920-036-000	\$489.47	\$489.46	1	806 COVEY CT HOLLISTER CA 95023
46	020-950-001-000	\$489.47	\$489.46	1	1370 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-002-000	\$489.47	\$489.46	1	785 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-003-000	\$489.47	\$489.46	1	795 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-004-000	\$489.47	\$489.46	1	805 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-005-000	\$489.47	\$489.46	1	815 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-006-000	\$489.47	\$489.46	1	825 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-007-000	\$489.47	\$489.46	1	835 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-008-000	\$489.47	\$489.46	1	845 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-009-000	\$489.47	\$489.46	1	855 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-010-000	\$489.47	\$489.46	1	865 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-011-000	\$489.47	\$489.46	1	1375 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-012-000	\$489.47	\$489.46	1	1365 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-013-000	\$489.47	\$489.46	1	1355 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-014-000	\$489.47	\$489.46	1	1345 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-015-000	\$489.47	\$489.46	1	1335 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-016-000	\$489.47	\$489.46	1	1325 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-017-000	\$489.47	\$489.46	1	1315 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-018-000	\$489.47	\$489.46	1	1305 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-019-000	\$489.47	\$489.46	1	1295 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-020-000	\$489.47	\$489.46	1	1285 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-021-000	\$489.47	\$489.46	1	1275 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-022-000	\$489.47	\$489.46	1	1265 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-023-000	\$489.47	\$489.46	1	1255 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-024-000	\$489.47	\$489.46	1	1260 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-025-000	\$489.47	\$489.46	1	1270 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-026-000	\$489.47	\$489.46	1	1280 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-027-000	\$489.47	\$489.46	1	1290 QUAIL RIDGE WAY HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
46	020-950-028-000	\$489.47	\$489.46	1	1300 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-029-000	\$489.47	\$489.46	1	1310 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-030-000	\$489.47	\$489.46	1	1320 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-031-000	\$489.47	\$489.46	1	1330 QUAIL RIDGE WAY HOLLISTER CA 95023
46	020-950-032-000	\$489.47	\$489.46	1	790 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-033-000	\$489.47	\$489.46	1	810 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-034-000	\$489.47	\$489.46	1	820 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-035-000	\$489.47	\$489.46	1	830 QUAIL HOLLOW DR HOLLISTER CA 95023
46	020-950-036-000	\$489.47	\$489.46	1	840 QUAIL HOLLOW DR HOLLISTER CA 95023
<b>CSA #47 – Oak Creek</b>					
47	020-890-001-000	\$650.99	\$650.98	1	710 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-002-000	\$650.99	\$650.98	1	706 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-003-000	\$650.99	\$650.98	1	700 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-004-000	\$650.99	\$650.98	1	695 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-005-000	\$650.99	\$650.98	1	705 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-006-000	\$650.99	\$650.98	1	715 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-007-000	\$650.99	\$650.98	1	745 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-008-000	\$650.99	\$650.98	1	775 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-009-000	\$650.99	\$650.98	1	805 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-010-000	\$650.99	\$650.98	1	815 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-011-000	\$650.99	\$650.98	1	825 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-012-000	\$650.99	\$650.98	1	855 VALLEY OAK CT HOLLISTER CA 95023
47	020-890-013-000	\$650.99	\$650.98	1	850 VALLEY OAK DR HOLLISTER CA 95023
47	020-890-014-000	\$650.99	\$650.98	1	820 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-015-000	\$650.99	\$650.98	1	800 OAK RIDGE DR HOLLISTER CA 95023
47	020-890-016-000	\$0.00	\$0.00	0	0 OAK CREEK DR HOLLISTER CA 95023
47	020-890-017-000	\$650.99	\$650.98	1	733 OAK CANYON CT HOLLISTER CA 95023
47	020-910-001-000	\$650.99	\$650.98	1	865 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-002-000	\$650.99	\$650.98	1	875 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-003-000	\$650.99	\$650.98	1	885 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-004-000	\$650.99	\$650.98	1	895 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-005-000	\$650.99	\$650.98	1	905 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-006-000	\$650.99	\$650.98	1	915 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-007-000	\$650.99	\$650.98	1	925 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-008-000	\$650.99	\$650.98	1	935 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-009-000	\$650.99	\$650.98	1	945 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-010-000	\$650.99	\$650.98	1	955 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-011-000	\$650.99	\$650.98	1	924 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-012-000	\$650.99	\$650.98	1	920 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-013-000	\$650.99	\$650.98	1	910 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-014-000	\$650.99	\$650.98	1	900 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-015-000	\$650.99	\$650.98	1	890 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-016-000	\$650.99	\$650.98	1	880 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-017-000	\$650.99	\$650.98	1	870 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-018-000	\$650.99	\$650.98	1	860 VALLEY OAK CT HOLLISTER CA 95023
47	020-910-019-000	\$650.99	\$650.98	1	843 HOLLY OAK CT HOLLISTER CA 95023

FY 2019/20 Property-Related Fees &amp; Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 &amp; 55

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
47	020-910-020-000	\$650.99	\$650.98	1	853 HOLLY OAK CT HOLLISTER CA 95023
47	020-910-021-000	\$650.99	\$650.98	1	863 HOLLY OAK CT HOLLISTER CA 95023
47	020-910-022-000	\$650.99	\$650.98	1	873 HOLLY OAK CT HOLLISTER CA 95023
47	020-910-023-000	\$650.99	\$650.98	1	868 HOLLY OAK CT HOLLISTER CA 95023
47	020-910-024-000	\$650.99	\$650.98	1	864 HOLLY OAK CT HOLLISTER CA 95023
47	020-910-025-000	\$650.99	\$650.98	1	854 HOLLY OAK CT HOLLISTER CA 95023
47	020-910-026-000	\$650.99	\$650.98	1	844 HOLLY OAK CT HOLLISTER CA 95023
47	020-910-027-000	\$650.99	\$650.98	1	824 HOLLY OAK CT HOLLISTER CA 95023
47	020-910-028-000	\$650.99	\$650.98	1	814 HOLLY OAK CT HOLLISTER CA 95023
47	020-910-029-000	\$650.99	\$650.98	1	730 OAK CREEK DR HOLLISTER CA 95023
47	020-930-001-000	\$650.99	\$650.98	1	732 OAK CANYON CT HOLLISTER CA 95023
47	020-930-002-000	\$650.99	\$650.98	1	728 OAK CANYON CT HOLLISTER CA 95023
47	020-930-003-000	\$650.99	\$650.98	1	722 OAK CANYON CT HOLLISTER CA 95023
47	020-930-004-000	\$650.99	\$650.98	1	716 OAK CANYON CT HOLLISTER CA 95023
47	020-930-005-000	\$650.99	\$650.98	1	708 OAK CANYON CT HOLLISTER CA 95023
47	020-930-006-000	\$650.99	\$650.98	1	702 OAK CANYON CT HOLLISTER CA 95023
47	020-930-007-000	\$650.99	\$650.98	1	698 OAK CANYON CT HOLLISTER CA 95023
47	020-930-008-000	\$650.99	\$650.98	1	688 OAK CANYON CT HOLLISTER CA 95023
47	020-930-009-000	\$650.99	\$650.98	1	682 OAK CANYON CT HOLLISTER CA 95023
47	020-930-010-000	\$650.99	\$650.98	1	678 OAK CANYON CT HOLLISTER CA 95023
47	020-930-011-000	\$650.99	\$650.98	1	668 OAK CANYON CT HOLLISTER CA 95023
47	020-930-012-000	\$650.99	\$650.98	1	658 OAK CANYON CT HOLLISTER CA 95023
47	020-930-013-000	\$650.99	\$650.98	1	661 OAK CANYON CT HOLLISTER CA 95023
47	020-930-014-000	\$650.99	\$650.98	1	671 OAK CANYON CT HOLLISTER CA 95023
47	020-930-015-000	\$650.99	\$650.98	1	681 OAK CANYON CT HOLLISTER CA 95023
47	020-930-016-000	\$650.99	\$650.98	1	691 OAK CANYON CT HOLLISTER CA 95023
47	020-940-002-000	\$650.99	\$650.98	1	1339 OAK CREEK DR HOLLISTER CA 95023
47	020-940-003-000	\$650.99	\$650.98	1	1299 OAK CREEK DR HOLLISTER CA 95023
47	020-940-004-000	\$650.99	\$650.98	1	1289 OAK CREEK DR HOLLISTER CA 95023
47	020-940-005-000	\$650.99	\$650.98	1	1279 OAK CREEK DR HOLLISTER CA 95023
47	020-940-006-000	\$650.99	\$650.98	1	1179 OAK CREEK DR HOLLISTER CA 95023
47	020-940-007-000	\$650.99	\$650.98	1	1099 OAK CREEK DR HOLLISTER CA 95023
47	020-940-008-000	\$650.99	\$650.98	1	999 OAK CREEK DR HOLLISTER CA 95023
47	020-940-009-000	\$650.99	\$650.98	1	899 OAK CREEK DR HOLLISTER CA 95023
47	020-940-010-000	\$650.99	\$650.98	1	951 OAK CREEK CT HOLLISTER CA 95023
47	020-940-011-000	\$650.99	\$650.98	1	959 OAK CREEK CT HOLLISTER CA 95023
47	020-940-012-000	\$650.99	\$650.98	1	961 OAK CREEK CT HOLLISTER CA 95023
47	020-940-013-000	\$650.99	\$650.98	1	963 OAK CREEK CT HOLLISTER CA 95023
47	020-940-014-000	\$650.99	\$650.98	1	965 OAK CREEK CT HOLLISTER CA 95023
47	020-940-015-000	\$650.99	\$650.98	1	967 OAK CREEK CT HOLLISTER CA 95023
47	020-940-016-000	\$650.99	\$650.98	1	977 OAK CREEK CT HOLLISTER CA 95023
47	020-940-017-000	\$650.99	\$650.98	1	981 OAK CREEK CT HOLLISTER CA 95023
47	020-940-018-000	\$650.99	\$650.98	1	980 OAK CREEK CT HOLLISTER CA 95023
47	020-940-019-000	\$650.99	\$650.98	1	978 OAK CREEK CT HOLLISTER CA 95023
47	020-940-020-000	\$650.99	\$650.98	1	966 OAK CREEK CT HOLLISTER CA 95023
47	020-940-021-000	\$650.99	\$650.98	1	950 OAK CREEK DR HOLLISTER CA 95023
47	020-940-022-000	\$650.99	\$650.98	1	1060 OAK CREEK DR HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
47	020-940-023-000	\$650.99	\$650.98	1	1170 OAK CREEK DR HOLLISTER CA 95023
47	020-940-024-000	\$650.99	\$650.98	1	1290 OAK CREEK DR HOLLISTER CA 95023
47	020-940-025-000	\$650.99	\$650.98	1	1380 OAK CREEK DR HOLLISTER CA 95023
47	020-940-027-000	\$650.99	\$650.98	1	1000 OAK CREEK CT HOLLISTER CA 95023
47	020-940-028-000	\$650.99	\$650.98	1	0 OAK CREEK CT HOLLISTER CA 95023
47	020-940-029-000	\$650.99	\$650.98	1	1385 QUAIL RIDGE WAY HOLLISTER CA 95023
47	020-940-030-000	\$650.99	\$650.98	1	1379 QUAIL RIDGE WAY HOLLISTER CA 95023
<b>CSA #48 – Dry Creek</b>					
48	020-580-008-000	\$0.00	\$0.00	0	0 SUNNYSLOPE RD HOLLISTER CA 95023
48	020-580-009-000	\$343.97	\$343.96	1	131 DRY CREEK RD HOLLISTER CA 95023
48	020-580-011-000	\$343.97	\$343.96	1	101 DRY CREEK RD HOLLISTER CA 95023
48	020-580-022-000	\$343.97	\$343.96	1	110 DRY CREEK RD HOLLISTER CA 95023
48	020-580-024-000	\$0.00	\$0.00	0	ROAD CA
48	020-580-029-000	\$687.94	\$687.92	2	150 DRY CREEK DR HOLLISTER CA 95023
48	020-580-030-000	\$343.97	\$343.96	1	240 DRY CREEK DR HOLLISTER CA 95023
48	020-580-031-000	\$343.97	\$343.96	1	220 DRY CREEK DR HOLLISTER CA 95023
48	020-580-032-000	\$343.97	\$343.96	1	200 DRY CREEK DR HOLLISTER CA 95023
48	020-580-033-000	\$343.97	\$343.96	1	180 DRY CREEK DR HOLLISTER CA 95023
48	020-580-034-000	\$343.97	\$343.96	1	291 DRY CREEK DR HOLLISTER CA 95023
48	020-580-035-000	\$343.97	\$343.96	1	281 DRY CREEK DR HOLLISTER CA 95023
48	020-580-036-000	\$343.97	\$343.96	1	271 DRY CREEK DR HOLLISTER CA 95023
48	020-580-037-000	\$343.97	\$343.96	1	261 DRY CREEK DR HOLLISTER CA 95023
48	020-580-038-000	\$343.97	\$343.96	1	231 DRY CREEK DR HOLLISTER CA 95023
48	020-580-039-000	\$343.97	\$343.96	1	211 DRY CREEK DR HOLLISTER CA 95023
48	020-580-040-000	\$343.97	\$343.96	1	191 DRY CREEK DR HOLLISTER CA 95023
48	020-580-041-000	\$343.97	\$343.96	1	161 DRY CREEK DR HOLLISTER CA 95023
48	060-110-004-000	\$343.97	\$343.96	1	21 DRY CREEK RD HOLLISTER CA 95023
48	060-110-007-000	\$343.97	\$343.96	1	61 DRY CREEK RD HOLLISTER CA 95023
48	060-110-009-000	\$343.97	\$343.96	1	100 DRY CREEK DR HOLLISTER CA 95023
<b>CSA #50 – Dunneville</b>					
50	016-160-001-000	\$1,700.64	\$1,700.64	1	6795 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-002-000	\$1,700.64	\$1,700.64	1	6775 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-003-000	\$1,700.64	\$1,700.64	1	6755 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-004-000	\$1,700.64	\$1,700.64	1	6695 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-005-000	\$1,700.64	\$1,700.64	1	6645 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-006-000	\$1,700.64	\$1,700.64	1	6595 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-007-000	\$1,700.64	\$1,700.64	1	6545 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-008-000	\$1,700.64	\$1,700.64	1	6495 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-009-000	\$1,700.64	\$1,700.64	1	6445 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-010-000	\$1,700.64	\$1,700.64	1	6395 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-011-000	\$1,700.64	\$1,700.64	1	6355 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-012-000	\$1,700.64	\$1,700.64	1	6255 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-013-000	\$1,700.64	\$1,700.64	1	6205 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-014-000	\$1,700.64	\$1,700.64	1	6155 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-015-000	\$1,700.64	\$1,700.64	1	6105 DUNNVILLE WAY HOLLISTER CA 95023



CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
50	016-160-016-000	\$1,700.64	\$1,700.64	1	6065 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-017-000	\$1,700.64	\$1,700.64	1	6750 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-018-000	\$1,700.64	\$1,700.64	1	6700 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-019-000	\$1,700.64	\$1,700.64	1	6650 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-020-000	\$1,700.64	\$1,700.64	1	6600 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-021-000	\$1,700.64	\$1,700.64	1	6550 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-022-000	\$1,700.64	\$1,700.64	1	6500 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-023-000	\$1,700.64	\$1,700.64	1	6450 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-024-000	\$1,700.64	\$1,700.64	1	6400 FOUR CORNERS DR HOLLISTER CA 95023
50	016-160-025-000	\$1,700.64	\$1,700.64	1	6350 FOUR CORNERS DR HOLLISTER CA 95023
50	016-160-026-000	\$1,700.64	\$1,700.64	1	6250 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-027-000	\$1,700.64	\$1,700.64	1	6200 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-028-000	\$1,700.64	\$1,700.64	1	6150 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-029-000	\$1,700.64	\$1,700.64	1	6100 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-030-000	\$1,700.64	\$1,700.64	1	6060 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-031-000	\$0.00	\$0.00	0	0 DUNNVILLE WAY HOLLISTER CA 95023
<b>CSA #50 – Dunneville (Water System Capital Improvements &amp; Reserve)</b>					
50	016-160-001-000	\$397.93	\$371.80	1	6795 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-002-000	\$397.93	\$371.80	1	6775 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-003-000	\$397.93	\$371.80	1	6755 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-004-000	\$397.93	\$371.80	1	6695 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-005-000	\$397.93	\$371.80	1	6645 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-006-000	\$397.93	\$371.80	1	6595 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-007-000	\$397.93	\$371.80	1	6545 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-008-000	\$397.93	\$371.80	1	6495 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-009-000	\$397.93	\$371.80	1	6445 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-010-000	\$397.93	\$371.80	1	6395 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-011-000	\$397.93	\$371.80	1	6355 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-012-000	\$397.93	\$371.80	1	6255 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-013-000	\$397.93	\$371.80	1	6205 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-014-000	\$397.93	\$371.80	1	6155 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-015-000	\$397.93	\$371.80	1	6105 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-016-000	\$397.93	\$371.80	1	6065 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-017-000	\$397.93	\$371.80	1	6750 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-018-000	\$397.93	\$371.80	1	6700 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-019-000	\$397.93	\$371.80	1	6650 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-020-000	\$397.93	\$371.80	1	6600 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-021-000	\$397.93	\$371.80	1	6550 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-022-000	\$397.93	\$371.80	1	6500 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-023-000	\$397.93	\$371.80	1	6450 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-024-000	\$397.93	\$371.80	1	6400 FOUR CORNERS DR HOLLISTER CA 95023
50	016-160-025-000	\$397.93	\$371.80	1	6350 FOUR CORNERS DR HOLLISTER CA 95023
50	016-160-026-000	\$397.93	\$371.80	1	6250 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-027-000	\$397.93	\$371.80	1	6200 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-028-000	\$397.93	\$371.80	1	6150 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-029-000	\$397.93	\$371.80	1	6100 DUNNVILLE WAY HOLLISTER CA 95023

FY 2019/20 Property-Related Fees &amp; Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 &amp; 55

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
50	016-160-030-000	\$397.93	\$371.80	1	6060 DUNNVILLE WAY HOLLISTER CA 95023
50	016-160-031-000	\$0.00	\$0.00	0	0 DUNNVILLE WAY HOLLISTER CA 95023
<b>CSA #51 – Comstock</b>					
51	016-170-001-000	\$465.20	\$465.20	1	1130 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-002-000	\$465.20	\$465.20	1	1143 STONY BROOK DR HOLLISTER CA 95023
51	016-170-003-000	\$465.20	\$465.20	1	1144 STONY BROOK DR HOLLISTER CA 95023
51	016-170-004-000	\$465.20	\$465.20	1	1140 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-005-000	\$465.20	\$465.20	1	401 GLEN FALLS CT HOLLISTER CA 95023
51	016-170-006-000	\$465.20	\$465.20	1	301 GLEN FALLS CT HOLLISTER CA 95023
51	016-170-007-000	\$465.20	\$465.20	1	201 GLEN FALLS CT HOLLISTER CA 95023
51	016-170-008-000	\$465.20	\$465.20	1	101 GLEN FALLS CT HOLLISTER CA 95023
51	016-170-009-000	\$465.20	\$465.20	1	1142 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-010-000	\$465.20	\$465.20	1	1152 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-011-000	\$465.20	\$465.20	1	1156 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-012-000	\$465.20	\$465.20	1	1160 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-013-000	\$465.20	\$465.20	1	1149 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-014-000	\$465.20	\$465.20	1	1148 STONY BROOK DR HOLLISTER CA 95023
51	016-170-015-000	\$465.20	\$465.20	1	1147 STONY BROOK DR HOLLISTER CA 95023
51	016-170-016-000	\$465.20	\$465.20	1	1151 STONY BROOK DR HOLLISTER CA 95023
51	016-170-017-000	\$465.20	\$465.20	1	1150 STONY BROOK DR HOLLISTER CA 95023
51	016-170-018-000	\$465.20	\$465.20	1	1163 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-019-000	\$465.20	\$465.20	1	1162 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-020-000	\$465.20	\$465.20	1	1164 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-021-000	\$465.20	\$465.20	1	1165 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-022-000	\$465.20	\$465.20	1	1154 STONY BROOK DR HOLLISTER CA 95023
51	016-170-023-000	\$465.20	\$465.20	1	1155 STONY BROOK DR HOLLISTER CA 95023
51	016-170-024-000	\$465.20	\$465.20	1	1159 STONY BROOK DR HOLLISTER CA 95023
51	016-170-025-000	\$465.20	\$465.20	1	1158 STONY BROOK DR HOLLISTER CA 95023
51	016-170-026-000	\$465.20	\$465.20	1	1167 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-027-000	\$465.20	\$465.20	1	1169 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-028-000	\$465.20	\$465.20	1	1166 LITTLE RIVER DR HOLLISTER CA 95023
51	016-170-029-000	\$465.20	\$465.20	1	1171 CANYON DR HOLLISTER CA 95023
51	016-170-030-000	\$465.20	\$465.20	1	1173 CANYON DR HOLLISTER CA 95023
51	016-170-031-000	\$465.20	\$465.20	1	1175 CANYON DR HOLLISTER CA 95023
51	016-170-032-000	\$465.20	\$465.20	1	1177 CANYON DR HOLLISTER CA 95023
51	016-170-035-000	\$465.20	\$465.20	1	1179 CANYON DR HOLLISTER CA 95023
51	016-170-036-000	\$465.20	\$465.20	1	1180 COMSTOCK RD HOLLISTER CA 95023
<b>CSA #53 – Riverview Estates</b>					
53	020-960-001-000	\$407.56	\$407.56	1	3001 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-002-000	\$407.56	\$407.56	1	3005 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-003-000	\$407.56	\$407.56	1	3009 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-004-000	\$407.56	\$407.56	1	3013 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-005-000	\$407.56	\$407.56	1	3017 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-006-000	\$407.56	\$407.56	1	3021 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-007-000	\$407.56	\$407.56	1	3025 RIVERVIEW WAY HOLLISTER CA 95023

FY 2019/20 Property-Related Fees &amp; Special Taxes CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 &amp; 55

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
53	020-960-008-000	\$407.56	\$407.56	1	3029 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-009-000	\$407.56	\$407.56	1	3033 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-010-000	\$407.56	\$407.56	1	3035 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-011-000	\$407.56	\$407.56	1	3037 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-012-000	\$407.56	\$407.56	1	3039 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-013-000	\$407.56	\$407.56	1	3043 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-014-000	\$815.12	\$815.12	2	801 FEATHER CT HOLLISTER CA 95023
53	020-960-015-000	\$407.56	\$407.56	1	811 FEATHER CT HOLLISTER CA 95023
53	020-960-016-000	\$407.56	\$407.56	1	821 FEATHER CT HOLLISTER CA 95023
53	020-960-017-000	\$407.56	\$407.56	1	831 FEATHER CT HOLLISTER CA 95023
53	020-960-018-000	\$407.56	\$407.56	1	830 FEATHER CT HOLLISTER CA 95023
53	020-960-019-000	\$407.56	\$407.56	1	820 FEATHER CT HOLLISTER CA 95023
53	020-960-020-000	\$407.56	\$407.56	1	810 FEATHER CT HOLLISTER CA 95023
53	020-960-021-000	\$407.56	\$407.56	1	3085 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-022-000	\$407.56	\$407.56	1	3089 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-023-000	\$407.56	\$407.56	1	3100 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-024-000	\$407.56	\$407.56	1	3096 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-025-000	\$407.56	\$407.56	1	3092 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-026-000	\$407.56	\$407.56	1	3088 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-027-000	\$407.56	\$407.56	1	3084 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-028-000	\$407.56	\$407.56	1	3080 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-029-000	\$407.56	\$407.56	1	3076 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-030-000	\$407.56	\$407.56	1	3072 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-031-000	\$407.56	\$407.56	1	3068 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-032-000	\$407.56	\$407.56	1	3064 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-033-000	\$407.56	\$407.56	1	3060 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-034-000	\$407.56	\$407.56	1	3056 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-035-000	\$407.56	\$407.56	1	3052 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-036-000	\$407.56	\$407.56	1	3048 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-037-000	\$407.56	\$407.56	1	3044 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-038-000	\$407.56	\$407.56	1	3040 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-039-000	\$407.56	\$407.56	1	3034 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-040-000	\$407.56	\$407.56	1	730 COLORADO WAY HOLLISTER CA 95023
53	020-960-041-000	\$407.56	\$407.56	1	720 COLORADO WAY HOLLISTER CA 95023
53	020-960-042-000	\$407.56	\$407.56	1	710 COLORADO WAY HOLLISTER CA 95023
53	020-960-043-000	\$407.56	\$407.56	1	690 AMERICAN CT HOLLISTER CA 95023
53	020-960-044-000	\$407.56	\$407.56	1	680 AMERICAN CT HOLLISTER CA 95023
53	020-960-045-000	\$407.56	\$407.56	1	670 AMERICAN CT HOLLISTER CA 95023
53	020-960-046-000	\$407.56	\$407.56	1	660 AMERICAN CT HOLLISTER CA 95023
53	020-960-047-000	\$407.56	\$407.56	1	661 AMERICAN CT HOLLISTER CA 95023
53	020-960-048-000	\$407.56	\$407.56	1	671 AMERICAN CT HOLLISTER CA 95023
53	020-960-049-000	\$407.56	\$407.56	1	681 AMERICAN CT HOLLISTER CA 95023
53	020-960-050-000	\$407.56	\$407.56	1	691 AMERICAN CT HOLLISTER CA 95023
53	020-960-051-000	\$407.56	\$407.56	1	701 COLORADO WAY HOLLISTER CA 95023
53	020-960-052-000	\$407.56	\$407.56	1	3000 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-053-000	\$407.56	\$407.56	1	3010 RIVERVIEW WAY HOLLISTER CA 95023
53	020-960-054-000	\$407.56	\$407.56	1	731 COLORADO WAY HOLLISTER CA 95023

CSA	APN	MAX FEE	19/20 FEE	EDU	SITE ADDRESS
53	020-960-055-000	\$407.56	\$407.56	1	721 COLORADO WAY HOLLISTER CA 95023
53	020-960-056-000	\$407.56	\$407.56	1	711 COLORADO WAY HOLLISTER CA 95023
53	020-960-057-000	\$0.00	\$0.00	0	HOSPITAL RD/TRUCKEE WAY CA
53	020-960-058-000	\$0.00	\$0.00	0	HOSPITAL RD/TRUCKEE WAY CA
53	020-960-059-000	\$0.00	\$0.00	0	RIVERVIEW WAY PCL D CA
<b>CSA# 54 – Pacheco Creek Estates</b>					
54	016-060-048-000	\$0.00	\$0.00	0	0 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-049-000	\$0.00	\$0.00	0	0 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-050-000	\$213.43	\$213.42	1	6635 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-051-000	\$213.43	\$213.42	1	6623 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-052-000	\$213.43	\$213.42	1	6617 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-053-000	\$213.43	\$213.42	1	6611 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-054-000	\$213.43	\$213.42	1	6610 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-055-000	\$213.43	\$213.42	1	6616 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-056-000	\$52.80	\$52.80	1	6622 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-057-000	\$213.43	\$213.42	1	6628 PACHECO CREEK DR HOLLISTER CA 95023
54	016-060-058-000	\$213.43	\$213.42	1	6634 PACHECO CREEK DR HOLLISTER CA 95023
<b>CSA #55 - Creekside</b>					
55	020-580-044	\$1,084.59	\$640.06	1	1101 CYPRESS STREET HOLLISTER CA 95023
55	020-580-045	\$1,084.59	\$640.06	1	1091 CYPRESS STREET HOLLISTER CA 95023
55	020-580-046	\$1,084.59	\$640.06	1	1081 CYPRESS STREET HOLLISTER CA 95023
55	020-580-047	\$1,084.59	\$640.06	1	1071 CYPRESS STREET HOLLISTER CA 95023
55	020-580-048	\$1,084.59	\$640.06	1	1061 CYPRESS STREET HOLLISTER CA 95023
55	020-580-049	\$1,084.59	\$640.06	1	1051 CYPRESS STREET HOLLISTER CA 95023
55	020-580-050	\$0.00	\$0.00	0	PARCEL A OPEN SPACE HOLLISTER CA 95023
55	020-580-051	\$1,084.59	\$640.06	1	1060 CYPRESS STREET HOLLISTER CA 95023
55	020-580-052	\$1,084.59	\$640.06	1	1070 CYPRESS STREET HOLLISTER CA 95023
55	020-460-039	\$1,084.59	\$640.06	1	75 LOS ALTOS DRIVE HOLLISTER CA 95023
55	020-460-040	\$1,084.59	\$640.06	1	85 LOS ALTOS DRIVE HOLLISTER CA 95023
55	020-460-041	\$1,084.59	\$640.06	1	91 LOS ALTOS DRIVE HOLLISTER CA 95023
55	020-460-042	\$1,084.59	\$640.06	1	95 LOS ALTOS DRIVE HOLLISTER CA 95023
55	020-460-043	\$1,084.59	\$640.06	1	115 LOS ALTOS DRIVE HOLLISTER CA 95023
55	020-460-044	\$1,084.59	\$640.06	1	125 LOS ALTOS DRIVE HOLLISTER CA 95023

**BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

A RESOLUTION OF THE SAN BENITO ) Resolution No. 2019 \_\_\_\_  
COUNTY BOARD OF SUPERVISORS )  
CONFIRMING FISCAL YEAR 2018-19 )  
CHARGES FOR EXTENDED SERVICES )  
IN CSA NOS. 16, 21, 22, 23, 24, 28, 31, 34, )  
35, 42, 46, 47, 48, 50, 51, 53, 54 AND 55 )

WHEREAS, pursuant to the County Service Area Law (Gov't Code Sec. 25210 *et. seq*) (the "Law"), the Board of Supervisors has created CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 and 55 for the purpose of providing extended county services to properties located within the CSA's; and

WHEREAS, the Public Works Administrator has filed a report with the Clerk of the Board of Supervisors (the "Report") containing a description of each parcel to be subject to charges, as well as the amount of such charges for Fiscal Year 2019/2020; and

WHEREAS, the Clerk of the Board established August 6, 2019 at 9:00 a.m. or as soon thereafter as the matter may be heard, as the time for the Board of Supervisors to hear and consider objections and protests to the Report; and

WHEREAS, notice of the filing of the Report and of the hearing in connection with the Report has been given pursuant to Section 6066 of the Government Code.

NOW, THEREFORE, BE IT RESOLVED, by the San Benito County Board of Supervisors:

1. Recitals: The above recitals are true and correct.
2. Objections and Protests: At the appointed time, the Board heard and considered objections and protests to the charges. Such objections and protests are hereby overruled.
3. Authorized Services: The Board affirms the authorization for CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54 and 55 to provide Street Lighting, Road Maintenance, Storm Drainage Maintenance, Landscape Maintenance, Water, Wastewater, and Sewer Extended Services, as indicated in the fee/special tax report.
4. Report and Charges Confirmed: The Board approves the Report, as filed and directs that the charges set forth in the Report be collected on the tax roll (and be subject to the same penalties and interest as the general property tax) or by such alternative method as the Tax Collector may determine necessary.

NOW, THEREFORE, BE IT RESOLVED that the San Benito County Board of Supervisors hereby further finds that the imposition of a fee/special taxes in the CSAs identified above for fiscal year 2019/2020 does not constitute a project pursuant to State CEQA Guidelines 15378 as a project does not include other government fiscal activities which do not involve the commitment to any project which may result in potentially significant physical impact on the environment; and

NOW, THEREFORE, BE IT RESOLVED that the San Benito County Board of Supervisors hereby finds that imposition of the fee/special tax does not involve any commitment to any project because the report, section 2, states: "Notwithstanding the descriptions contained herein, the described fees/special taxes only provide a funding mechanism for the types of services and improvements listed. The proposal or approval of the fee/special tax described shall not constitute approval of, or commitment to, and specific project" and because the action of the Board on today's date is not intended to and shall not be construed to approve, even preliminary or in concept, any specific project. Should any work identified in the report not be performed, any portion of the fee/special tax which was collected for the performance of such work shall be refunded to the extent required by law.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 6<sup>th</sup> OF AUGUST, 2019 BY THE FOLLOWING VOTE:

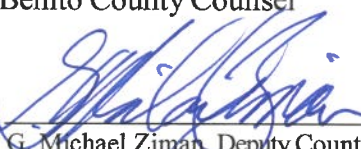
Ayes: Supervisor(s):  
Noes: Supervisor(s):  
Absent: Supervisor(s):  
Abstain: Supervisor(s):

By: \_\_\_\_\_  
Mark Medina  
San Benito County Board of Supervisors

**ATTEST:**  
Janet Slibsager  
Clerk of the Board of Supervisors

**APPROVED AS TO LEGAL FORM**  
Barbara Thompson  
San Benito County Counsel

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

By:  \_\_\_\_\_  
G. Michael Ziman, Deputy County Counsel

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

Date: July 30, 2019

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

**A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2019-20  
WITHIN COMMUNITY FACILITIES DISTRICT NO. 2015-01 (SANTANA RANCH)**

**WHEREAS**, the Board of Supervisors (the "Board") of San Benito County ("County"), previously established Community Facilities District No. 2015-01 (Santana Ranch) ("CFD 2015-01") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

**WHEREAS**, the Board, acting as the legislative body of CFD 2015-01, is authorized pursuant to Resolution No. 2015-68 (the "Resolution of Formation") and Ordinance No. 955 adopted by the Board on February 21, 2017 (the "Ordinance") to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

**WHEREAS**, it is now necessary and appropriate that this Board provide for the levy and collection of the special taxes for the Fiscal Year 2019-20 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

**Section 3.** The special tax includes an annual increase equal to the change in the San Francisco-Oakland-San Jose Area Consumer Price Index ("CPI") per year without a further vote or balloting process. The change in the CPI in 2018 was 3.86% therefore, the maximum authorized special tax rate for Fiscal Year 2019-20 has been increased from \$637.96 to \$662.58 per developed residential unit.

**Section 4.** In accordance with the Act and the Ordinance, there is hereby levied upon the developed residential parcels within the CFD 2015-01 which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2019-20 at the special tax rate set at \$662.58 per developed residential unit, which special tax rate does not exceed the maximum special tax rate set forth in the Ordinance. After adoption of this Resolution, the CFD Levy Administrator, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the San Benito County Auditor.

**Section 5.** All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

**Section 6.** The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this Board.

**Section 7.** The CFD Administrator is hereby authorized and directed to transmit a certified copy of this Resolution to the San Benito County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2019-20, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

**PASSED AND ADOPTED** by the San Benito County Board of Supervisors at a regular meeting of said Board held on the 6<sup>th</sup> day of August 2019, by the following vote:

AYES: Supervisor(s)

NOES: Supervisor(s)

ABSENT: Supervisor(s)

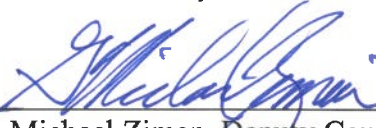
ABSTAIN: Supervisor(s)

By: \_\_\_\_\_  
Mark Medina, Chair

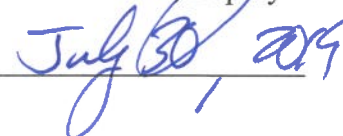
ATTEST:  
Janet Slibsager, Clerk of the Board

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

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

By:  \_\_\_\_\_  
G. Michael Ziman, Deputy County Counsel

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

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



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

**A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2019-20  
WITHIN COMMUNITY FACILITIES DISTRICT NO. 2018-01 (RESIDENTIAL  
SERVICES)**

**WHEREAS**, the Board of Supervisors (the "Board") of San Benito County ("County"), previously established Community Facilities District No. 2018-01 (Residential Services) ("CFD 2018-01") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

**WHEREAS**, Ordinance No. 973 adopted by the Board on October 9, 2018 (the "Ordinance") authorized the levy of a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

**WHEREAS**, it is now necessary and appropriate that this Board provide for the levy and collection of the special taxes for the Fiscal Year 2019-20 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

**Section 3.** The special tax includes an annual increase equal to the change in the San Francisco-Oakland-San Jose Area Consumer Price Index ("CPI") per year without a further vote or balloting process. The change in the CPI in April 2018 was 4.015% therefore, the maximum authorized special tax rate for Fiscal Year 2019-20 has been increased \$1,465.00 to \$1,523.81 per developed residential unit in Tax Zone No. 1 (Brigantino), from \$1,692.45 to \$1,760.39 for Tax Zone No. 2 (Bennet Ranch), and from \$762.37 to \$792.97 for Tax Zone No. 3 (The Bluffs) and the contingent special tax rate has been increased from \$887.44 to \$923.06 for Tax Zone No. 3 (The Bluffs).

**Section 4.** In accordance with the Act and the Ordinance, there is hereby levied upon the developed residential parcels within the CFD 2018-01 which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2019-20 at the special tax rate set at \$1,523.81 per developed residential unit in Tax Zone No. 1 (Brigantino), \$1,760.39 for Tax zone No. 2 (Bennet Ranch), and \$792.97 for Tax Zone No. 3 (The Bluffs) which special tax rate does not exceed the maximum special tax rate set forth in the Ordinance. After adoption of this Resolution, the CFD Levy Administrator may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of

parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the San Benito County Auditor.

**Section 5.** All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

**Section 6.** The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this Board.

**Section 7.** The CFD Administrator is hereby authorized and directed to transmit a certified copy of this Resolution to the San Benito County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2019-20, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

**PASSED AND ADOPTED** by the San Benito County Board of Supervisors at a regular meeting of said Board held on the 6<sup>th</sup> day of August 2019, by the following vote:

AYES: Supervisor(s)

NOES: Supervisor(s)

ABSENT: Supervisor(s)

ABSTAIN: Supervisor(s)

By: \_\_\_\_\_  
Mark Medina, Chair

ATTEST:  
Janet Slibsager, Clerk of the Board

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

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

By:  \_\_\_\_\_  
G. Michael Ziman, Deputy County Counsel

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

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

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)  
STATE OF CALIFORNIA  
County of San Benito**

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above entitled matter.

I am the printer and principal clerk of the publisher of the Free Lance, published on line, printed and published in the city of Hollister, County of San Benito, State of California, **FRIDAY, AND ON LINE** for which said newspaper has been adjudicated a newspaper of general circulation by the **Superior Court of the County of San Benito, State of California, under the date of June 19, 1952, Action Number 5330**, that the notice of which the annexed is a printed copy had been published in each issue. Thereof and not in any supplement on the following dates:  
**JULY 19, 26, 2019**

I, under penalty of perjury that the foregoing is true and correct. This declaration has been executed **ON JULY 26, 2019**

**HOLLISTER FREE LANCE  
350 Sixth Street,  
Hollister CA 95023**

/S/ Stacy Sutherland /  
Legal Publications Specialist  
Classified Advertising  
Hollister Free Lance,  
Gilroy Dispatch, Morgan Hill Times,  
Phone # (408) 842-5079  
Fax # (408) 842-3817  
E-mail: [ssutherland@newsvmmedia.com](mailto:ssutherland@newsvmmedia.com)  
Website: [www.sanbenitocountytoday.com](http://www.sanbenitocountytoday.com)

**COUNTY OF SAN BENITO**

**NOTICE OF PUBLIC HEARING ON PROPOSED FEE (COUNTY SERVICE AREAS NOS. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, AND 54) AND SPECIAL TAX FOR COUNTY SERVICE AREA NO. 55, COMMUNITY FACILITIES DISTRICT NO. 2015-01, THE SANTANA RANCH CFD, AND COMMUNITY FACILITIES DISTRICT NO. 2018-01 (RESIDENTIAL SERVICES), TO BE COLLECTED ON THE TAX ROLL FOR FY 19-20**

**NOTICE IS HEREBY GIVEN** that the San Benito County Board of Supervisors will conduct public hearings on **Tuesday, August 6, 2019 at 9:00 AM** (or as soon thereafter as the matter may be heard) in the Board of Supervisors Chambers County Administration Building, 481 4th Street, Hollister, CA 95023 to accept public comment and testimony on the proposed fee or special tax, as set forth below:

County Service Area (CSA) Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53 and 54 are proposing an annual fee for FY 2019-20, and CSA 55, Community Facilities District 2015-01, and Community Facilities District 2018-01 are proposing a special tax.

The services provided to different CSA's vary and are detailed in the report that will be presented to the Board of Supervisors.

The proposed fee, or in the case of CSA 55/CFD 2015-01/CFD 2018-01 the special tax, will be collected on the secured property tax bill for parcels in CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54, 55, and CFD Nos. 2015-01 and 2018-01.

Please refer to the complete Fee/Special Tax Schedule for further details and explanation on how the fee or special tax is calculated, located in the Clerk of the Board's office at 481 Fourth Street, Hollister, CA 95023.

Any interested person, including persons owning or residing at property served by CSA Nos. 16, 21, 22, 23, 24, 28, 31, 34, 35, 42, 46, 47, 48, 50, 51, 53, 54, 55, and CFD Nos. 2015- 01 and 2018-01, may present verbal or written comment to the County of San Benito Board of Supervisors on the proposed fees and rates and proposed special tax. Written comments should be addressed to the Clerk of the Board, County of San Benito, 481 Fourth St., Hollister, CA 95023. In furtherance of the process to impose the above described fee/special tax, a report proposing the fee/special tax has been filed with the Clerk of the Board. The property related fees and special tax are not proposed to increase from the annual maximum previously approved by/for each CSA, or CFD.

Janet Slibsager, Clerk of the Board

Dated: July 12, 2019

Publish: July 19, 2019 and July 26, 2019

**(PUB HF 7/19, 7/26)**



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

---

**Item Number: 12.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Harry Mavrogenes**

**AGENDA ITEM PREPARER: Lauren Hull**

**SBC DEPT FILE NUMBER: CSAs**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Receive presentation on County Service Areas (CSAs).

SBC FILE NUMBER: CSA's

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

There are currently 32 active County Service Areas (CSAs) in the County. The services provided through each vary but include irrigation and landscape maintenance, water services, road maintenance, sewage management, street lighting, street sweeping, and storm drainage. Some of the services are provided by County staff and others are provided through contractors. This report summarizes the recent accomplishments and developments in the administration of CSAs and provides an overview of upcoming and planned projects.

Recent accomplishments and developments include the adoption of the annual fee report for FY 2019/2020, the availability of CSA budget tools and graphs on the OpenGov website, the development of a Cross Connection Control Program at CSA #31-Stonegate, road maintenance

projects for CSA #5-Hillcrest/EIToro, #8-Bonnieview, #9-Ridgemark, #11-Simmons/Barnes Lane, and #35-Union Heights, and a variety of other accomplishments in regard to routine maintenance.

Upcoming items and projects include a Comprehensive Municipal Service Report, annexations to CSA #24-Santa Ana Acres, and road maintenance for CSA #4-Santa Rosa Acres, #16-Holliday Ranch, #21-Long Acres, #23-Rancho San Joaquin, #24-Santa Ana Acres, #25-Vineyard Estates, #28-Heatherwood, #34-Ausaymas Estates, #42-Lemmon Acres, #46-Quail Hollow, #47-Oak Creek, #48-Dry Creek, #50-Dunneville, #51-Comstock Estates, and #53-Riverview Estates.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Receive presentation on recent accomplishments/developments and upcoming projects in CSAs.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
CSA Staff Report	7/29/2019	Staff Report
CSA Update Presentation	7/29/2019	Presentation

# County Service Area (CSA) Update

## August 6, 2019

### Introduction

---

The County of San Benito currently has 32 active County Service Areas (CSAs). The services provided through each vary but include irrigation and landscape maintenance, water services, road maintenance, sewage management, street lighting, street sweeping, and storm drainage. Some of the services are provided by County staff and others are provided through contractors. This report summarizes the recent accomplishments and developments in the administration of CSAs and provides an overview of upcoming and planned projects.

### Recent Accomplishments & Developments

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#### Fee Report

- The annual fee report for FY 19/20 was presented to the Board of Supervisors for review on August 6, 2019.
- The fee report included updated Equivalent Dwelling Unit (EDU) numbers on the tax levy list, based on whether there had been construction in a CSA that changed a parcel's classification from "undeveloped" (which is charged a lower fee) to "developed".

#### Budgets

- The budgets for each CSA are available on the OpenGov website, accessible at: <https://sanbenitocountyca.opengov.com/transparency>
- Staff is currently working on syncing the OpenGov website with current fund information so that the current fund balances and charges will be updated on a monthly or quarterly basis.

#### Provision of Services

- At the June 11<sup>th</sup> meeting, the Board of Supervisors (BOS) adopted a resolution regarding the County's policy on the provision of services to CSAs.
- Also at the June 11<sup>th</sup> meeting, the Board of Supervisors approved a license agreement with Ridgemark Homes Association (CSA #9) to provide services to the CSA.
- Lists of weekly, monthly, and yearly actionable items for each CSA are being developed to ensure the smooth provision of services.

#### CSA Administration & Succession Planning

- Staff has taken steps to ensure that provision of services will remain smooth, even in periods of staff transition. This has included creating a central database with BOS and LAFCO resolutions of formation, current contracts, contact information, and other background documentation specific to each CSA.

#### CSA #31 – Stonegate: Cross Connection Control

- A Cross Connection Control Survey (CCCS) was completed in May to identify backflow prevention devices (BPDs) that needed to be repaired/replaced at CSA #31.

- A Cross Connection Control Program (CCCP) was established to ensure that procedures are in place to maintain the backflow devices properly.
- A report was completed in July, based on the CCCP and CCCS.
- All documentation was submitted to the Department of Drinking Water in July to ensure our compliance with regulations.
- Staff is currently in the process of replacing all BPDs identified in the CCCS and subsequent report which issued a finding that the more reliable reduced pressure (RP) devices are needed instead of the current double check (DC) devices. There are around 70 devices that need to be replaced. This process will take an estimated 6 – 9 weeks to complete.

### **CSA #31 – Stonegate: Well**

- The well that is part of Stonegate’s water system has been producing extremely low levels of water.
- To determine the problem, a video survey was completed in May. The video survey showed that the perforations in the well casing were plugged, which was restricting the amount of water the well could produce.
- On July 8 – 12, the well casing was cleaned and swabbed to remove the mineral build up. The well was also airlifted to remove any debris from the bottom of the well.

### **CSA #35 – Union Heights: Routine Maintenance**

- There were concerns about the weed abatement at Union Heights. Staff ensured that this was addressed. Staff is currently working on a potential spraying program to continue to address weed abatement, at the request of the CSA.
- The detention pond was mowed by the County’s crew in July. It is scheduled to be ripped later in the year as well.

### **CSA #50 – Dunneville**

- Replaced a defective backwash valve on the #2 greensand filter media tank in June.
- Added CSA #50 to the list of CSAs that will be receiving road maintenance work this year.
- The pump house at CSA #50 needs to be repainted. Staff has requested quotes and is waiting for responses so this project can move forward.
- New gravel needs to be put in before winter. Staff will be working on getting quotes for this.

### **CSA #46 – Quail Hollow & CSA #47 – Oak Creek: Irrigation**

- Staff received reports of leaks in both the Quail Hollow and Oak Creek irrigation systems that were affecting residents. Both were quickly addressed. The parts of the system causing the issues have been either repaired or replaced.
- The watering system at Quail Hollow is not providing sufficient coverage and parts of the grass are dying. Potential solutions staff is exploring are replacing the sprinkler heads and changing the hours that the sprinklers are operating.
- Staff is currently working on addressing issues with the Oak Creek park irrigation system so that a new controller can be put in.

### **CSA #46 – Quail Hollow: Park Slope Reconstruction**

- The BOS authorized the bids for this project at the April 2, 2019 meeting. There were no responsive bidders, so staff has gone out to get quotes for the project. Staff is waiting for estimates to come back.

## Road Maintenance Projects

- CSA #5 – Hillcrest/El Toro
  - Field review has been completed.
- CSA #8 – Bonnie View
  - Contractor is working on a quote for a contract change order for potential installation of speed bumps and signage. This will likely go before the board for approval at the August 20, 2019 meeting.
- CSA #9 – Ridgemark
  - Pre-construction meeting and field reviews have been completed.
- CSA #11 – Simmons/Barnes Lane
  - Field review has been completed.
- CSA #35 – Union Heights
  - Pre-construction meeting took place on July 17 where staff met with the CSA representatives and the contractor.
  - Contract change order is being processed to add additional work (extending road repair past gates).

## Upcoming Items & Projects

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### Comprehensive Municipal Service Review (MSR)

- An initial review of the LAFCO and Board of Supervisors Resolutions of Formation for each CSA has revealed that many of the services authorized in the original formation documents are different from the services currently needed and/or currently being provided. Additionally, some of the LAFCO authorized services are different from the Board of Supervisors authorized services.
- For some CSAs, the County is providing more services than originally intended. For others, the County is providing fewer services than originally intended.
- A Municipal Service Review (MSR) will be conducted to determine how to bring the services being provided into alignment with the authorized services. For some CSAs, this may mean adding services to the resolution. For others, this may mean removing services from the resolution that are no longer needed.
- Staff is currently researching the MSR process, which is done in consultation with LAFCO.
- Coordination with LAFCO will occur to review and correct CSA boundaries. The BOS may be asked in the future to adopt resolutions to initiate boundary changes with LAFCO for CSAs in order to include all property owners who benefit from the CSA.

### CSA #24 – Santa Ana Acres: Annexations

- The BOS authorized the initiation of proceedings to annex the Nguyen subdivision into CSA #24 at the March 5<sup>th</sup> meeting. The annexation was approved by LAFCO at the May 9<sup>th</sup> meeting. The final maps now need to be recorded to complete the annexation.
- The BOS authorized the initiation of proceedings to annex the Meadow at Gardenia Lane (Klauer) subdivision into CSA #24 at the April 16<sup>th</sup> meeting. The annexation now must be approved by LAFCO. It will likely be on the August 21<sup>st</sup> meeting agenda.

### CSA #25 – Vineyard Estates: Potential Reactivation

- County staff has been working on providing estimates to the CSA regarding what their fees might look like if it is reactivated.



- An estimate of the cost of a slurry/chip seal has been completed by the Resource Management Agency.

## Road Maintenance

- Preliminary estimates and field reviews for road maintenance projects for the following CSAs have been completed:
  - CSA #4 – Santa Rosa Acres
  - CSA #16 – Holliday Ranch
  - CSA #21 – Long Acres
  - CSA #23 – Rancho San Joaquin
  - CSA #24 – Santa Ana Acres
  - CSA #25 – Vineyard Estates
  - CSA #28 – Heatherwood
  - CSA #34 – Ausaymas Estates
  - CSA #42 – Lemmon Acres
  - CSA #46 – Quail Hollow
  - CSA #47 – Oak Creek
  - CSA #48 – Dry Creek
  - CSA #50 – Dunneville
  - CSA #51 – Comstock Estates
  - CSA #53 – Riverview Estates

## Conclusion

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Staff is continuing to work to increase communication with the CSAs and to ensure timely provision of services. The Administration Office has received positive feedback so far, but is continuing to address concerns, especially in regard to landscape maintenance, road maintenance, and water services.

# County Service Area Update



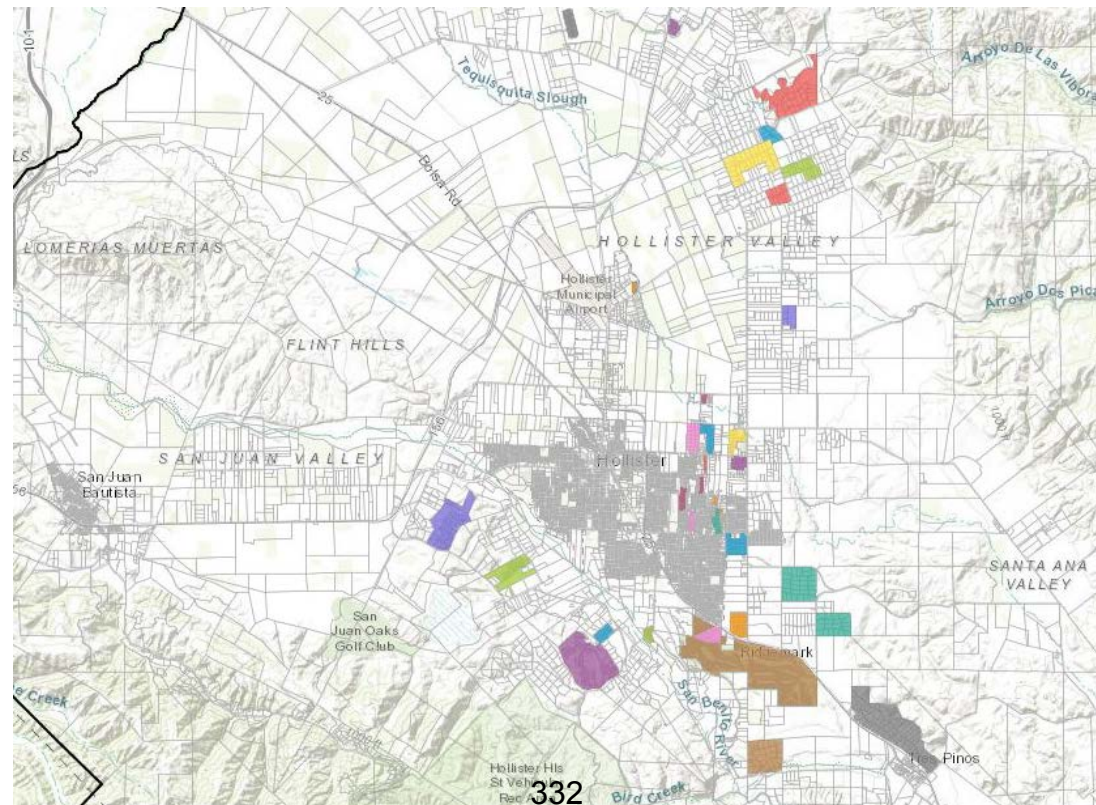
August 6, 2019

# Introduction

☞ The County of San Benito currently has 32 active County Service Areas (CSAs).

☞ The services provided to each vary, but include:

- Irrigation
- Landscape maintenance
- Water services
- Road maintenance
- Sewage management
- Street lighting
- Street sweeping
- Storm drainage



# Recent Accomplishments & Developments

## FY 2019/2020 Fee Report

- The annual fee report was presented to the Board at this meeting (August 6).

## Provision of Services

- Resolution memorializing the County's policy on the provision of services to CSAs and a license agreement with Ridgemark Homes Association (CSA #9) to provide services have been completed.

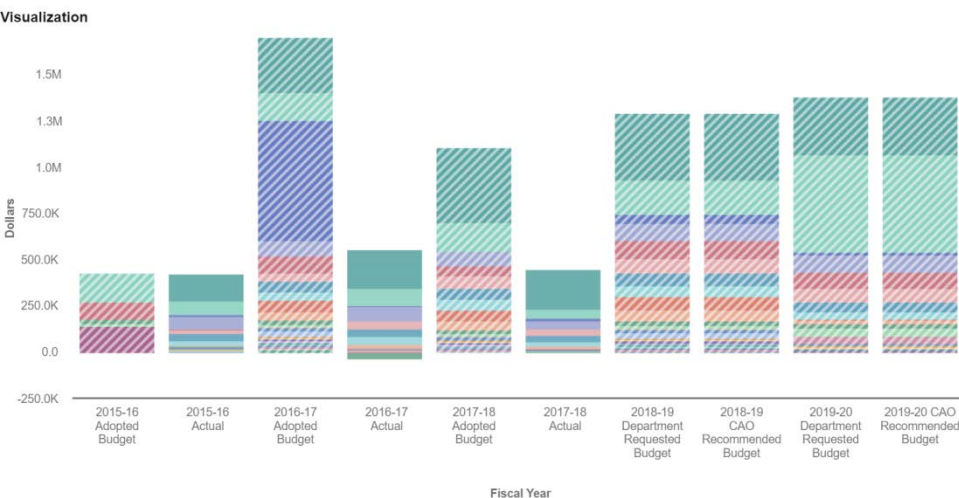
## Budgets

- The budgets for each CSA are available at: <https://sanbenitocountyca.opengov.com/transparency>

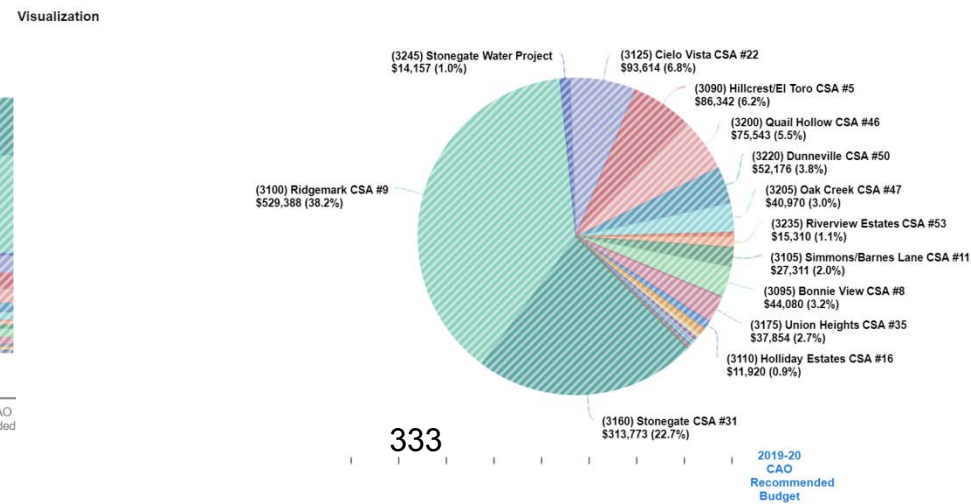
## Succession Planning

- Created a central database with BOS and LAFCO resolutions of formation, current contracts, contact information, and other background documentation specific to each CSA.

CSA Expenses - Bar Graph



CSA Expenses - Pie Chart



# Recent Accomplishments & Developments (Continued)

## CSA #31 – Stonegate

### • *Cross Connection Control*

- Cross Connection Control Survey (CCCS) identified backflow prevention devices (BPDs) that need to be repaired/replaced.
- A Cross Connection Control Program (CCCP) was established to ensure that procedures are in place to maintain the backflow devices properly.

### • *Well*

- A video survey showed that the perforations in Stonegate's well casing were plugged.
- On July 8 – 12, the well casing was cleaned and swabbed to remove the mineral build up and airlifted to remove any debris from the bottom of the well.



189.7 feet –  
open  
perforations



289.9 feet –  
plugged  
perforations



# Recent Accomplishments & Developments

## *(Continued)*

### CSA #35 – Union Heights

- There were concerns about the weed abatement at Union Heights. Staff ensured that this was addressed.
- The detention pond was mowed by the County's crew in July. It is scheduled to be ripped later in the year as well.

### CSA #50 - Dunneville

- Replaced a defective backwash valve on the #2 greensand filter media tank.
- The pump house needs to be repainted and new gravel needs to be put in before winter.



### CSA #46 – Quail Hollow

- Staff received reports of leaks in both the Quail Hollow and Oak Creek irrigation systems that were affecting residents. Both were quickly addressed.
- The watering system at Quail Hollow is not providing sufficient coverage and parts of the grass are dying.
- The Board authorized bids for the park slope reconstruction, but there were no bidders.

### CSA #47 – Oak Creek

- Staff is currently working on addressing issues with the Oak Creek park irrigation system so that a new controller can be put in.



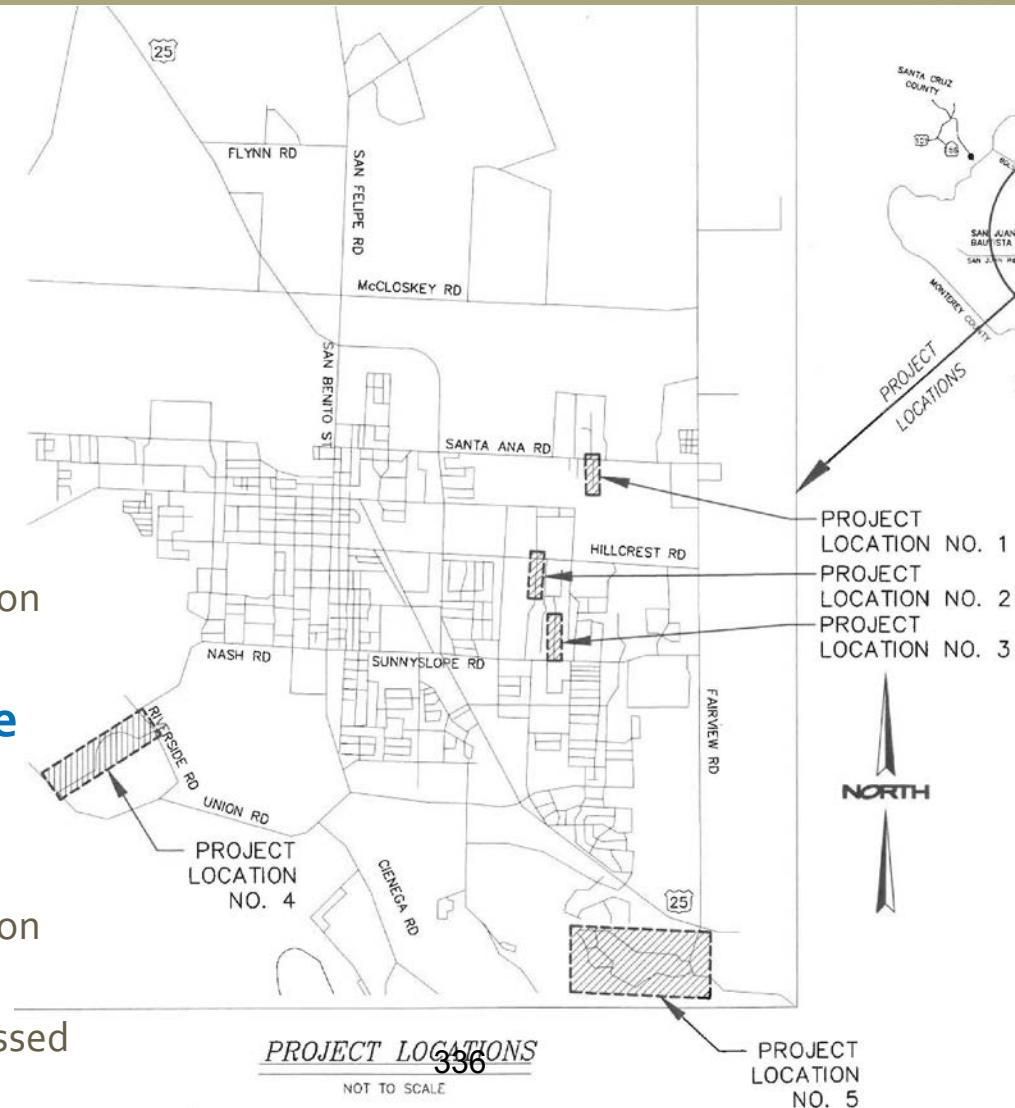
# Recent Accomplishments & Developments

## (Continued)



### Current CSA road maintenance projects include:

- **CSA #5 – Hillcrest/El Toro**
  - Field review has been completed.
- **CSA #8 – Bonnie View**
  - Contract change order: potential installation of speed bumps/signage.
- **CSA #9 – Ridgemark**
  - Pre-construction meeting took place on July 29.
- **CSA #11 – Simmons/Barnes Lane**
  - Field review has been completed.
- **CSA #35 – Union Heights**
  - Pre-construction meeting took place on July 17.
  - Contract change order is being processed to extend the repairs past the gates.



# Upcoming Items & Projects

## Comprehensive Municipal Services Review (MSR)

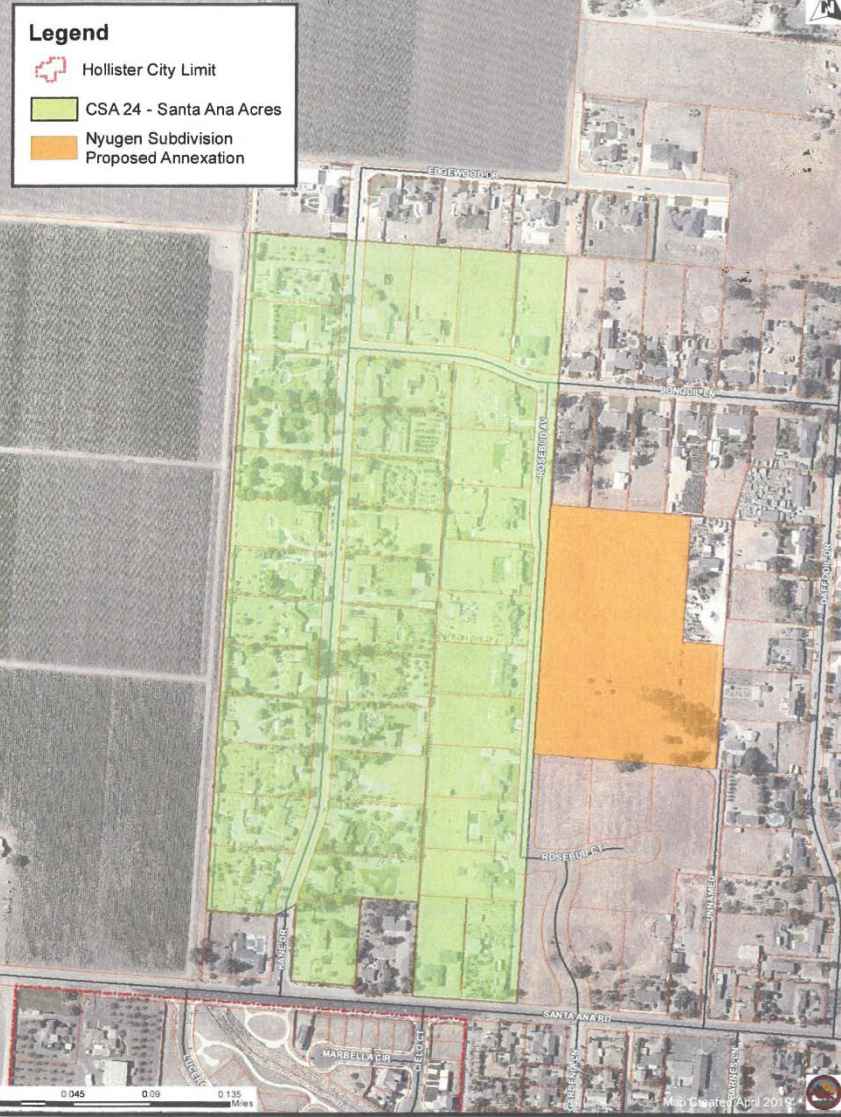
- An initial review of the LAFCO and Board of Supervisors Resolutions of Formation for each CSA has revealed that many of the services authorized in the original formation documents are different from the services currently needed and/or currently being provided. For some CSAs, the County is providing more services than originally intended. For others, the County is providing fewer services than originally intended.
- A Municipal Service Review (MSR) will be conducted to determine how to bring the services being provided into alignment with the authorized services.
- Staff is currently researching the MSR process, which is done in consultation with LAFCO.

## Upcoming Road Maintenance Projects

- CSA #4 – Santa Rosa Acres
- CSA #16 – Holliday Ranch
- CSA #21 – Long Acres
- CSA #23 – Rancho San Joaquin
- CSA #24 – Santa Ana Acres
- CSA #25 – Vineyard Estates
- CSA #28 – Heatherwood
- CSA #34 – Ausaymas Estates
- CSA #42 – Lemmon Acres
- CSA #46 – Quail Hollow
- CSA #47 – Oak Creek
- CSA #48 – Dry Creek
- CSA #50 – Dunneville
- CSA #51 – Comstock Estates
- CSA #53 – Riverview Estates



# Upcoming Items & Projects



## CSA #24 – Santa Ana Acres Annexations

- The BOS authorized the initiation of proceedings to annex the Nguyen subdivision into CSA #24 at the March 5<sup>th</sup> meeting. The annexation was approved by LAFCO at the May 9<sup>th</sup> meeting.
- The BOS authorized the initiation of proceedings to annex the Meadow at Gardenia Lane (Klauer) subdivision into CSA #24 at the April 16<sup>th</sup> meeting. The annexation now must be approved by LAFCO. It is on the August 21 agenda.

## CSA #25 – Vineyard Estates

- County staff has been working on providing estimates to the CSA regarding what their fees might look like if it is reactivated.
- An estimate of the cost of a slurry/chip seal has been completed by the Resource Management Agency.



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

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 13.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR:** Barbara Thompson

**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: Potential of litigation relating to current landfill agreement.

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - P.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  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 14.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 235.6**

**SUBJECT:**

**CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Section 54956.8**

Property street address: APN: 0590200030

Agency Negotiators: Ray Espinosa, County Administrative Officer; Barbara Thompson, County Counsel

Negotiating parties: San Benito High School District, Shawn Tennenbaum

Under Negotiation: Lease terms.

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - P.M.

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Hold Closed Session.

**ADDITIONAL PERSONNEL:**



## SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina  
District No. 1  
Chair

Anthony Botelho  
District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 15.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR: Barbara Thompson**

**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: Potential of additional litigation regarding Master Tax Agreement currently being litigated in *Award Homes, Inc. v. County of San Benito, et. al*, Case No. CU-15-00099, and *BMC Promise Way, LLC, dba Benchmark Communities v. County of San Benito, et. al.*, Superior Court of California, County of San Benito, Case No. CU-15-00056.

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - P.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  
Chair

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District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 16.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR: Barbara Thompson**

**AGENDA ITEM PREPARER: Barbara Thompson**

**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: Rose, et. al. v. County of San Benito, Superior Court of California, County of San Benito, Case No. CU-17-00151.

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - P.M.

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**



**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Hold Closed Session.

**ADDITIONAL PERSONNEL:**



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

Mark Medina  
District No. 1  
Chair

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District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 17.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR: Barbara Thompson**

**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 - P.M.

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Hold Closed Session.

**ADDITIONAL PERSONNEL:**



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

Mark Medina  
District No. 1  
Chair

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District No. 2

Peter Hernandez  
District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number: 18.**

**MEETING DATE: 8/6/2019**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR: Barbara Thompson**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER: 235.6**

**SUBJECT:**

**CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Section 54956.8**

Property street address: 0 Buena Vista Road (APN 019-230-002) (On Buena Vista Road across the road from where Buena Vista Road makes a 90 degree turn towards the north)

Agency Negotiators: Ray Espinosa, County Administrative Officer; County Counsel Barbara Thompson

Negotiating parties: Graniterock

Under Negotiation: Price and Terms of Payment

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - P.M.

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Hold Closed Session.

**ADDITIONAL PERSONNEL:**



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

Mark Medina  
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District No. 3

Jim Gillio  
District No. 4

Jaime De La Cruz  
District No. 5  
Vice - Chair

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**Item Number:**

**MEETING DATE:** 8/6/2019

**DEPARTMENT:** BOARD OF SUPERVISORS

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:** Janet Slibsager

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

Adjourn to the next regular meeting of Tuesday, August 20, 2019.

**AGENDA SECTION:**

Next Meeting Date/Time

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

**Adjourn to the next regular meeting of Tuesday, August 20, 2019.**

**ADDITIONAL PERSONNEL:**