

County of San Benito, CA

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



Meeting Agenda- **POSTED AND FINAL**

August 20, 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

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

REGULAR MEETING AGENDA - POSTED AND FINAL **August 20, 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 Jaime De La Cruz,
District #5.**

- b. Acknowledge Certificate of Posting

Certificate of Posting.

- c. **Presentations and Recognitions**

BOARD OF SUPERVISORS

Present proclamation to Jacob's Heart Children's Cancer Support Services declaring the month of September 2019 as "Childhood Cancer Awareness Month" in San Benito County.

SBC FILE NUMBER: 430

BOARD OF SUPERVISORS

Approve proclamation proclaiming September 7th & 8th, 2019 the San Juan Bautista Sesquicentennial Celebration. "Let us continue to celebrate our diversity, our freedom, our oneness and our home, San Juan Bautista".
SBC FILE NUMBER: 430

d. Public Comment

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

e. Department Head Announcements: Information Only

f. Board Announcements: Information Only

CONSENT AGENDA

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

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

1. AGRICULTURAL COMMISSIONER - K. OVERSTREET

Approve State contract, 19-0647-000-SA, for nursery stock inspection activities, from July 1, 2019 through June 30, 2020, for a total contract value of \$500.00.

SBC FILE NUMBER: 1.1

2. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Adopt a Resolution approving a Proposition 68 Grant application for the San Benito County River Parkway Focus Area Project and delegate authority to the CAO to sign and submit the necessary documentation for the grant.

SBC FILE NUMBER:

RESOLUTION NO: 2019-78

3. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Accept the annual reports from Community-Based Organizations (CBOs) regarding the funding allocations they received for FY 18/19.

SBC FILE NUMBER: 119

4. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Approve contracts with the Community-Based Organizations (CBOs) receiving allocations of funding approved in the FY 19/20 Approved Budget for the period of July 1, 2018 to June 30, 2019 in the total amount of \$40,000.

Community Food Bank	\$12,000
Emmaus House	\$15,000
CASA	\$ 5,000
Chamberlains Children Center	\$ 4,000
San Benito Arts Council	\$ 4,000

SBC FILE NUMBER: 119

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

Adopt Voluntary Collection Agreement with Airbnb, Inc. for Proposed Transient Occupancy Tax Agreement; and delegate authority to the Chair to execute, including approving any changes to the agreement if required by Airbnb.

SBC FILE NUMBER: 675

6. **COUNTY COUNSEL'S OFFICE - B. THOMPSON**

Approve Amendment No. 3 to legal services agreement with Thomas Law Group in additional amount not to exceed \$60,000.00 for a total not to exceed \$109,900.00; and authorize the CAO to execute an additional amendment to this agreement if necessary in the amount not to exceed an additional 20%.

SBC FILE NUMBER: 160

7. **HEALTH AND HUMAN SERVICES AGENCY – T. BELTON, INTERIM**

Approve contract Amendment #2 for Shared Vision Consulting for Child Welfare Services in the amount of \$250,000 for a total sum not to exceed \$631,120.00.

SBC FILE NUMBER: 130

8. **HEALTH & HUMAN SERVICES AGENCY - T. BELTON, INTERIM**

Approve and Authorize the Chair to sign a Contract Amendment with Community Solutions to clarify the persons to be included for travel.

SBC FILE NUMBER: 130

9. **RESOURCE MANAGEMENT AGENCY – H. MAVROGENES**

Accept all bids for the Shore Road Bridge (43C0012) & San Felipe Road Bridge (43C0051) Replace Guard Railings – STPLX-5943(057) PWB-1908, find Bugler Construction as the lowest responsive responsible bidder; award contract to Bugler Construction in the amount of \$595,371.00; approve contract and authorize the RMA Director to execute the contract upon receipt of all contract documents required in the Invitation For Bids, and authorize the RMA Director to issue change orders in an amount of not to exceed \$42,268.55 (Contract Contingency Amount).

SBC FILE NUMBER: 105

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

Receive and file the updated County Service Area (CSA) FY 2019-2020 fee/tax report that corrects an administrative error.

SBC FILE NUMBER: CSA'S

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

Approval of Final Map for TSM 12-85, Tract No. 308, commonly known as Santana Ranch, Unit 11, located at East of Fairview Road.

SBC FILE NUMBER: 790

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

Approve Stipulation for Entry of Administrative Order and Administrative Order Thereon for matter of 2050 Chittenden Road, Aromas, California 95004.

SBC FILE NUMBER: 790.3

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

Authorize Sheriff to accept a MRAP/MATV rescue vehicle, free of charge, from the Federal Government and amend Sheriff's Schedule of Fixed Assets

to include MRAP/MATV rescue vehicle.

SBC FILE NUMBER: 110

14. **TREASURER/TAX COLLECTOR - M CASILLAS**

Approve an MOU between CSAC Financing Corporation and the County of San Benito for participation in the Tax Refund Exchange and Compliance System (CalTRECS) program.

SBC FILE NUMBER: 685.2

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.

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

Receive presentation of the 2019 San Benito County Homeless Census Executive Summary Report.

SBC FILE NUMBER: 130

16. **TREASURER/TAX COLLECTOR - M CASILLAS**

Receive presentation of FY 2019 Tax Collections statistics and Adopt Resolution approving Request for Discharge of Accountability of delinquent unsecured accounts.

SBC FILE NUMBER: 685.2

RESOLUTION NO: 2019-79

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

Receive presentation on emergency preparedness activities by the Office of Emergency Services.

SBC FILE NUMBER: 75.5

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.)

18. **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

19. **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

20. **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

21. **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

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

Threat to Public Services or Facilities

Government Code 54957a.

SBC FILE NUMBER: 235.6

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

Agency designated representatives: Michael McDougall, Ray Espinosa, Edgar Nolasco, Stewart Patri, Elvia Barocio and Barbara Thompson.

Employee Organizations:

Institutions Association

Law Enforcement Management

Management Employees' Group

SEIU Local 521 (General Unit Employees)

Deputy Sheriff's Association

Confidential Employees

Confidential Management Employees

Appointed Department Heads

Unrepresented Employees

AUTHORITY: California Government Code Section 54957.6

SBC FILE NUMBER: 235.6

ADJOURNMENT

Adjourn to the next regular meeting of September 10, 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/. 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

Item Number:

MEETING DATE: 8/20/2019

DEPARTMENT:

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER:

SUBJECT:

Pledge of Allegiance to be led by Supervisor Jaime De La Cruz, District #5.

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 Jaime De La Cruz, District #5.

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

Item Number:

MEETING DATE: 8/20/2019

DEPARTMENT:

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

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	8/8/2019	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 20, 2019 was posted on the 16th 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, in the Local Meeting and Events Calendar and Quicklinks – NOVUS Agenda and Minutes sections of the webpage.

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



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



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

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District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number:

MEETING DATE: 8/20/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 430

SUBJECT:

BOARD OF SUPERVISORS

Present proclamation to Jacob's Heart Children's Cancer Support Services declaring the month of September 2019 as "Childhood Cancer Awareness Month" in San Benito County.

SBC FILE NUMBER: 430

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:**STAFF RECOMMENDATION:**

Present proclamation to Jacob's Heart Children's Cancer Support Services declaring the month of September 2019 as "Childhood Cancer Awareness Month" in San Benito County.

ADDITIONAL PERSONNEL:**ATTACHMENTS:**

Description	Upload Date	Type
Proclamation- Honoring Jacob's Heart	7/15/2019	Proclamation



SAN BENITO COUNTY BOARD OF SUPERVISORS

Mark Medina
District 1

Anthony Botelho
District 2

Peter Hernandez
District 3

Jim Gillio
District 4

Jaime De La Cruz
District 5

PROCLAMATION

HONORING JACOB'S HEART CHILDREN'S CANCER SUPPORT SERVICES AND DECLARATION OF CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, the Character of our community is revealed in how we treat our most vulnerable; and

WHEREAS, each year, 1 in 285 children in our Community are being diagnosed with cancer; and

WHEREAS, cancer remains the leading cause of death by disease in children, killing more children than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, families of children with cancer in the County of San Benito receive essential services from Jacob's Heart Children's Cancer Support Services, a local organization that has gained national awards and recognition for improving the quality of life for hundreds of local children with cancer and thousands of their family members; and

WHEREAS, Jacob's Heart holds the memories and honors the legacies of hundreds of children from our local community who have been lost to cancer, ensuring that their precious memories will never be forgotten; and

WHEREAS, the Oncology Department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 21 years as a trusted community partner in providing family-centered care that addresses the emotional, practical and financial struggles of families of children with cancer in San Benito County; and

WHEREAS, it is important for all San Benito County residents to recognize the impact of childhood cancer on families within our community and honor the lives of children in our community whose lives have been cut short by cancer; and

NOW, THEREFORE, BE IT RESOLVED that the San Benito County Board of Supervisors, do hereby declare September as "Childhood Cancer Awareness Month" in the County of San Benito and do hereby honor Jacob's Heart Children's Cancer Support Services for 21 years of outstanding support to our community and acknowledge the organization's contributions to Childhood Cancer Awareness Month, honoring children with cancer in our community.

August 20, 2019

Mark Medina, Chairman
San Benito County Board of Supervisors



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
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District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number:

MEETING DATE: 8/20/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 430

SUBJECT:

BOARD OF SUPERVISORS

Approve proclamation proclaiming September 7th & 8th, 2019 the San Juan Bautista Sesquicentennial Celebration. "Let us continue to celebrate our diversity, our freedom, our oneness and our home, San Juan Bautista".

SBC FILE NUMBER: 430

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:**STAFF RECOMMENDATION:**

Approve proclamation proclaiming September 7th & 8th, 2019 the San Juan Bautista Sesquicentennial Celebration. "Let us continue to celebrate our diversity, our freedom, our oneness and our home, San Juan Bautista".

ADDITIONAL PERSONNEL:**ATTACHMENTS:**

Description	Upload Date	Type
Proclamation	8/13/2019	Proclamation



SAN BENITO COUNTY BOARD OF SUPERVISORS

Mark Medina
District 1

Anthony Botelho
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District 5

Proclamation San Juan Bautista Sesquicentennial Celebration 2019

WHEREAS, the history of San Juan Bautista goes far beyond its incorporation as a city 150 years ago. Four distinct periods of our cultural history are pictured in a colorful mural on display in the Carl M. Luck Library, created by students from San Juan School in 1995 under the guidance of a teacher, whose captions are paraphrased below; and

WHEREAS, from a time unknown, Native Americans were the people of this fertile land, who lived in harmony with nature. The earth provided for all their needs, and they lived in peace with neighbors who spoke different dialects; and,

WHEREAS, in 1797, Padre Fermín Lasuén arrived with other Franciscans, Spanish soldiers, civilians to spread Christianity and build Mission San Juan Bautista, the 15th in the chain of 21 California missions; and,

WHEREAS, with independence from Spain in 1822, we became Alta California, Mexico. Land taken from the Church was granted to new citizens, and all tribes living at the Mission were freed into Rancheria culture; and,

WHEREAS, the discovery of gold brought a rush of people from around the world. In 1850, California celebrated its statehood in the United States of America; and

WHEREAS, "Pursuant to an order passed by the Board of Supervisors of Monterey County dated on the sixth day of Sept. 1869 ~ incorporating the town of San Juan under the incorporate name of "The Inhabitants of the Town of San Juan;" and,

WHEREAS, 150 years later, the San Benito County Board of Supervisors along with the San Juan Bautista City Council invite their residents to celebrate our community and look to the future while honoring the past; and,

Now, therefore, be it resolved, that the San Benito County Board of Supervisors proclaim September 7th and 8th, 2019, the San Juan Bautista Sesquicentennial Celebration. "Let us continue to celebrate our diversity, our freedom, our oneness and our home, San Juan Bautista."

**Mark Medina, Chairman
San Benito County Board of Supervisors**



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
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Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 1.

MEETING DATE: 8/20/2019

DEPARTMENT: AGRICULTURAL COMMISSIONER

DEPT HEAD/DIRECTOR: K. Overstreet

AGENDA ITEM PREPARER: K. Overstreet

SBC DEPT FILE NUMBER: 1.1

SUBJECT:

AGRICULTURAL COMMISSIONER - K. OVERSTREET

Approve State contract, 19-0647-000-SA, for nursery stock inspection activities, from July 1, 2019 through June 30, 2020, for a total contract value of \$500.00.

SBC FILE NUMBER: 1.1

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The California Department of Food and Agriculture (CDFA) wishes to contract with County of San Benito to perform nursery inspections at all producer/wholesale nursery locations within the County on their behalf. The term of this agreement is from July 1, 2019 to June 30, 2020.

The funding is at the same level as FY 2018/2019 and is sufficient to cover our costs. The anticipated revenue has been budgeted in the Agricultural Commissioner's Budget for FY 2019/2020.

Work will be performed by existing staff.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.60.1250.1000.550.503 State Aid Agriculture Nursery Inspection

CURRENT FY COST:

\$500 (revenue)

STAFF RECOMMENDATION:

1. Approve Contract 19-0647-000-SA, between the California Department of Food & Agriculture and the County of San Benito for nursery stock inspection activities, from July 1, 2019 through June 30, 2020. Total contract value is \$500.00.
2. Authorize the Agricultural Commissioner – Sealer of Weights and Measures to sign the contract.

ADDITIONAL PERSONNEL: No**ATTACHMENTS:**

Description	Upload Date	Type
Nursery Agreement 19-0647-000-SA	8/13/2019	Contract

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

19-0647-000-SA

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF SAN BENITO

2. The Agreement Term is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$500.00

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

Exhibit A: Recipient and Project Information

1 Page

Exhibit B: General Terms and Conditions

3 Page(s)

Exhibit C: Payment and Budget Provisions

1 Page

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF SAN BENITO

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Shirley L. Murphy 8/13/19
DEPUTY COUNTY COUNSEL DATE

ADDRESS

P.O. Box 699, Hollister, CA 95024-0699

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Recipient shall inspect all nursery stock at all producers/wholesale nursery locations within the County and enforce all laws and regulations pertaining to nursery stock. Prevent the introduction and spread of agricultural pests and protect agriculture and the consumer against economic losses.

Project Title: Nursery Inspection Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Erin Lovig	Name: Karen Overstreet
Division/Branch: PHPPS / Pest Exclusion	Organization: COUNTY OF SAN BENITO
Address: 1220 N Street	Address: P.O. Box 699
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hollister, CA 95024-0699
Phone: 916-654-0435	Phone: 831-637-5344
Email Address: erin.lovig@cdfa.ca.gov	Email Address: koverstreet@cosb.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Gagan Gill	Name: Karen Overstreet
Division/Branch: PHPPS / Pest Exclusion	Organization: COUNTY OF SAN BENITO
Address: 1220 N Street	Address: P. O. Box 699
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hollister, CA 95024
Phone: 916-403-6634	Phone: (831) 637-5344
Email Address: gagan.gill@cdfa.ca.gov	Email Address: koverstreet@cosb.us

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name: Billie Jimenez
Organization: COUNTY OF SAN BENITO
Address: P. O. Box 699
City/State/Zip: Hollister, CA 95024
Phone: (831) 637-5344
Email Address: koverstreet@cosb.us

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

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

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

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

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

2. **Assignment**

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

3. **Governing Law**

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

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

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

8. **Unenforceable Provision**

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

9. **Contractors/Consultants**

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

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

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

11. Excise Tax

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

12. Disputes

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

13. Right to Terminate

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

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

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

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

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

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA). The maximum rates allowable are those established in The Federal Travel Regulations and Federal Per Diem Rate Schedule.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.
- F. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

Scope of Work

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County. (Specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff). Recipient to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program." Recipient shall respond to complaints against nursery establishments.

Payment shall be made quarterly in arrears upon submission and approval of an itemized invoice and Report Number 7 Supplement Forms (see attached sample invoice and Report Number 7). Recipient shall submit an itemized invoice on your County letterhead referencing the Cooperative Agreement Number by email to nurseryservices@cdfa.ca.gov or by mail to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
Attention: Gagan Gill
1220 N Street
Sacramento, California 95814

County Letterhead

Date _____

To: Gagan Gill
California Department of Food and Agriculture
Pest Exclusion Branch
1220 N Street, Nursery Services
Sacramento, CA 95814

County of _____
Cooperative Agreement Number 19-XXXX-XXX-SA
Fiscal Year 19/20
Invoice for _____ Quarter
Invoice Number _____

Sample Invoice

Invoice(s) must be accompanied by
Report 7 Supplement Page Submit
Quarterly

Invoice Detail	Amount	Reimbursement Rate	Totals
Type 1 Acres =	100 X	15.64 =	\$1,564.00
Type 2 and 4 Acres =	100 (/4 = 25) X	15.64=	\$391.00
Nursery License/Renewal	3 X	\$75.00 each license =	\$225.00
Invoice Total			\$2,180.00

Please remit payment to County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

(Original Signature)
(Title)

REPORT NUMBER 7



NURSERY INSPECTION REPORT

SUBMIT QUARTERLY

COUNTY:	MONTH/YEAR:
---------	-------------

A. NURSERY INSPECTIONS				
TYPE	NUMBER OF LOCATIONS INSPECTED	TOTAL ACRES INSPECTED	NUMBER OF NON-COMPLIANCES	HOURS
PRODUCTION / WHOLESALE *				
REINSPECTION FOR NONCOMPLIANCE				
- RETAIL				
- WHOLESALE				
NEMATODE CERTIFICATION				
OTHER - Special Survey				
TOTAL HOURS SECTION A				

B. LICENSING ACTIVITIES				
TYPE	NEW LICENSES	RENEWALS	NUMBER ISSUED	HOURS
NUMBER OF NURSERIES LICENSED *				
FEE EXEMPT LICENSES				
OTHER Issued temporary license to retailer				
TOTAL HOURS SECTION B				

C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)			
ACTIVITY	TYPE	NUMBER	HOURS
TOTAL HOURS SECTION C			

D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)	
ACTIVITY	HOURS
TOTAL HOURS SECTION D	

E. COMMENTS

--	--

* SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.

SAMPLE BILLING

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
Sacramento	19-XXXX-XXX-SA	January-April 2019

PRODUCTION / WHOLESALE INSPECTIONS						
NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
ABC Nursery	A1110.01	1/1/2019	10	3	20	
XYZ Nursery	D2345.G01	3/28/2019	100			

NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:	110.00	3.00	20.00	
--------------------------------	--	--------------	--------	------	-------	--

NURSERY LICENSE ACTIVITY			
NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	CDFA USE ONLY
exclude retailer nurseries			

SIGNATURE:	TITLE:	DATE:

* Type 1 = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

* Type 2 & 4 = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. *Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

Section A. Nursery Inspections

Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance.'

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

Section B. Licensing Activities

Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column 'new' or 'renewals' as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7

Section C. Enforcement Actions

Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities

Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments

Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.

Budget

The amount payable under this agreement shall not exceed **\$500.00**.

Recipient shall be paid a current hourly staff rate, not to exceed \$35.00 per hour, for nursery investigative work, provided such investigative work is approved in advance by the CDFA Nursery Services Program.



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: 2.

MEETING DATE: 8/20/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 2019

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Adopt a Resolution approving a Proposition 68 Grant application for the San Benito County River Parkway Focus Area Project and delegate authority to the CAO to sign and submit the necessary documentation for the grant.

SBC FILE NUMBER:

RESOLUTION NO: 2019-78

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Proposition 68 authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection.

Proposition 68 park grants will provide approximately \$650 million in multiple competitive grants statewide for park-related projects over two funding cycles. The first cycle of competitive park grant applications, competing for approximately \$250 million, was due August 5, 2019. The

timeline for the second cycle has not been announced. The maximum grant amount is \$8.5 million and the minimum grant amount is \$200,000.

Round	State Budget APPROPRIATION DATE = Start of GRANT PERFORMANCE PERIOD	Amount Available
2019 ROUND	July 1, 2018 (APPROPRIATION DATE) GRANT PERFORMANCE PERIOD: July 1, 2018 – June 30, 2022	\$254,942,000
Future ROUND(s) See parks.ca.gov/spp for future funding announcements	Future State Budget(s) will determine APPROPRIATION DATE(s)	\$395,333,000
		Total: \$650,275,000*

The Proposition 68 park grants and projects will be managed by the California Department of Parks and Recreation (DPR). The type of projects DPR is looking for and that will be successful in the application process will be the development of new park space, expansion of existing park space, and renovation of existing park space that creates new recreational opportunities. All projects must have a recreational feature for public use. All projects awarded a grant must be completed by 2022.

The County has applied for Proposition 68 grant funds in the amount of 5,545,236 pending the submittal of a Board Resolution and Applicant Capacity section of the Grant.

The County has determined that Statewide Park Program (Proposition 68) funding can be used to help increase accessibility and recreational opportunities available in the San Benito County River Parkway Focus Area. The project will focus around the following elements that were identified in the 2013 River Parkway Focus Area & Regional Park Master Plan report:

1. Recycled ADA Compliant Asphaltic Public Parking Lot
2. Cross Walk and ADA Compliant Approach
3. Recycled Paved ADA Compliant Multi-Use Trails Walking and Bike along with Rest Areas.
4. Par Course Equipment
5. Site Furnishings
6. ADA Compliant Hydration Stations
7. Landscaping (Drought Tolerant and Climate Appropriate)
8. LEED Compliant Solar / Energy Saving Site Safety Parking Lot, Trail and Staging Area Lighting
9. Trail Equestrian and Pedestrian Separation Rail Fence

Subtotal of Improvements \$4,436,189.00 and pre-construction in the amount of \$1,109,047 bringing the total Grant Request to \$5,545,236.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

1. Adopt Resolution No. ??? approving a Proposition 68 Grant application for the San Benito County River Parkway Focus Area Project; and
2. Delegate authority to the County Administrative Officer to sign and submit all documents necessary for the Grant.

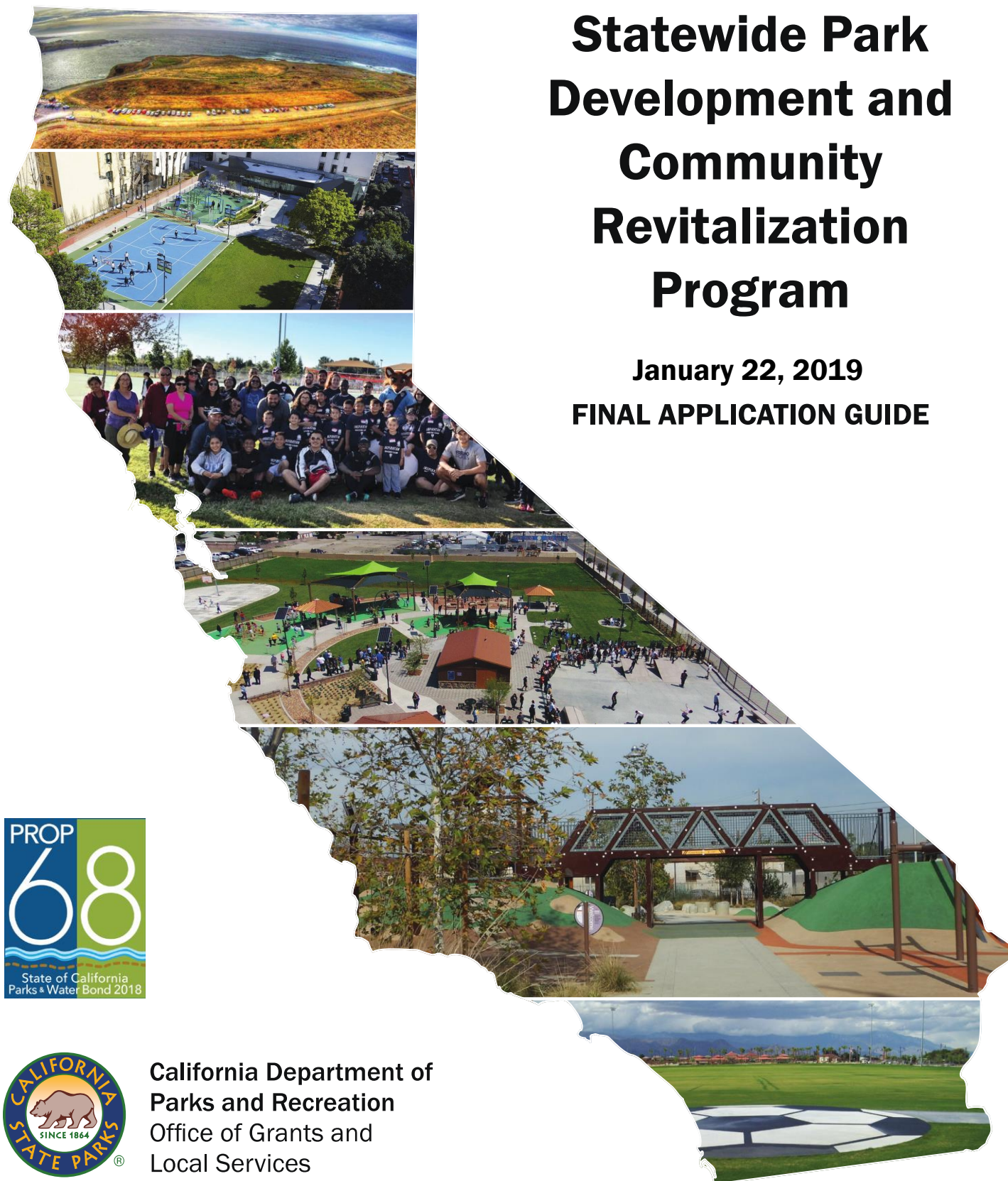
ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Prop. 68 SPP Application Guide	8/7/2019	Backup Material
Board Resolution	8/15/2019	Resolution

Statewide Park Development and Community Revitalization Program

January 22, 2019
FINAL APPLICATION GUIDE



California Department of
Parks and Recreation
Office of Grants and
Local Services

State of California Department of Parks and Recreation

Office of Grants and Local Services

DEPARTMENT MISSION

The mission of the California Department of Parks and Recreation (DPR) is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

COMMUNITY ENGAGEMENT DIVISION MISSION

Encouraging healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

THE OFFICE OF GRANTS AND LOCAL SERVICES (OGALS) MISSION

To address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships, and providing leadership through quality customer service.

OGALS VISION GOALS

- Proactive in meeting California's park and recreation needs through innovative grant programs and customer service.
- Commitment to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.
- Sensitive to local concerns while mindful of prevailing laws, rules, and regulations.
- Responsive to the needs of applicants, grantees, non-profit organizations, local governments, tribes, and legislative members, as partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

Cover images of parks created by this program:

Top to bottom, Noyo Headlands Park in Fort Bragg, Boedekker Park in San Francisco (photo by Jeremy Beeton, courtesy of The Trust for Public Land). Inspiration Park in Fresno, Bryce E. Haynes Park in San Bernardino, Serenity Park in Watts, and Rancho Las Flores Park in Coachella.

Welcome to the Statewide Park Development and Community Revitalization Program (SPP)

FOREWORD

Since 1965, statewide grants administered by OGALS created and improved over 7,400 parks. We look forward to continuing this legacy with grantees to improve the quality of life for communities throughout California.

Parks are unique places where children can play, families and friends bond, people exercise, seniors socialize, youth are mentored, cultures are celebrated, and everyone connects with nature. For these reasons and more, vibrant parks funded by this program will create humane and healthier communities. Building successful parks in underserved communities is “a work of art.” SPP embraces meaningful engagement with local residents where park designs represent each community’s unique recreation needs and creativity.

SPP is the largest park related grant program in California’s history and possibly U.S. history, with over \$1 billion in funding between the 2018 Prop. 68 and 2006 Prop. 84 Bond Acts. To record the legacy of this program, “before and after” site photos will be featured at parksforcalifornia.org. Thank you for your interest.

APPLICATION GUIDE

Use these guidelines to plan and submit the grant application. The SPP Team is committed to give technical assistance, taking pride in being approachable and informative. Contact information and program updates are at parks.ca.gov/spp.

SEND APPLICATIONS TO:

Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

MAIN LINE: (916) 653-7423

PROGRAM WEBSITES: parks.ca.gov/spp | parksforcalifornia.org/communities

Revitalizing Communities Statewide

Serenity Park – Watts



Rancho Las Flores – Coachella



Noyo Headlands – Fort Bragg



Inspiration Park – Fresno



Bryce E. Haynes Park – San Bernardino



Boedekker Park – San Francisco



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Words and terms in SMALL CAPS are defined in the back of this guide.

I. PROGRAM OVERVIEW

INTENT

Statewide Park Program (SPP) competitive grants will create NEW PARKS and NEW RECREATION OPPORTUNITIES in CRITICALLY UNDERSERVED COMMUNITIES across California.

Proposition 68 Funding

- \$650,275,000 will be distributed throughout multiple ROUNDS.
- Use this Application Guide for each ROUND.

LEGACY

Previously, Proposition 84 (2006 Bond Act) funded two ROUNDS:

- \$2.9 billion was requested. \$368 million was awarded.
- Over one hundred new parks were created and twenty existing parks were improved throughout California.

SPP legislation is found in Public Resources Code §§5640 through 5653.

Proposition 68 (2018 Bond Act) continues this program's legacy.

ELIGIBLE APPLICANTS

- Cities
- Counties
- DISTRICTS (as defined on page 71)
- JOINT POWERS AUTHORITIES (one member of the JOINT POWERS AUTHORITY must be either an eligible DISTRICT, City, or County)
- NON-PROFITS with 501(c)(3) status

TYPES OF PROJECTS

A PROJECT must involve either DEVELOPMENT or a combination of ACQUISITION and DEVELOPMENT to:

1. Create a NEW PARK, or
2. EXPAND an EXISTING PARK, or
3. RENOVATE an EXISTING PARK

All PROJECTS must create or RENOVATE at least one RECREATION FEATURE. Examples of RECREATION FEATURES include but are not limited to the following:

RECREATION FEATURES (eligible examples)

- ACQUISITION of land:
 - Combined with DEVELOPMENT of a NEW RECREATION FEATURE.
 - OR
 - Already has a RECREATION FEATURE for public use at close of escrow.
- Aquatic center, swimming pool, splash pad, fishing pier or paddling launch site
- Amphitheater/performing arts dance, music, and theater stage
- Athletic fields (soccer regulation or “futbol-rapido”, baseball, softball, football, etc.)
- Athletic courts (basketball, “futsal”, tennis, pickleball, etc.)
- Community gardens, botanical or demonstration gardens and orchards
- Community/Recreation center (only if it will be in or ADJACENT to a PARK)
- Dog park
- Jogging and walking loop, par course, running track
- Non-motorized trail, pedestrian/bicycle bridge, greenbelt/linear PARK
- Outdoor gym exercise equipment (stations fixed into ground)
- Open space and natural area for public recreation use
- Picnic/Bar-B-Que areas
- Playground and tot lot
- Plaza, Zocalo, Gazebo
- Public art (mosaic tiles, sculptures, murals)
- Skate park, skating rink, and BMX or pump track (non-motorized bike tracks)
- Lighting to allow for extended night time use of a RECREATION FEATURE
- Shade structure/COVERED PARK areas over a RECREATION FEATURE to allow for extended day time use

I. PROGRAM OVERVIEW

MAJOR SUPPORT AMENITIES (eligible examples)

A PROJECT may also include MAJOR SUPPORT AMENITIES such as:

- Restroom building, snack shack
- Parking lot, staging area, pathway for access to a RECREATION FEATURE
- Landscaping or lighting that will be constructed throughout the PARK

APPLICATIONS where the majority of the TOTAL PROJECT COST is for a MAJOR SUPPORT AMENITY will be less competitive. PROJECTS should create a NEW RECREATION OPPORTUNITY(S) as the primary goal.

APPLICATIONS only for MAJOR SUPPORT AMENITIES are ineligible; a PROJECT must create or RENOVATE at least one RECREATION FEATURE.

GRANT AMOUNT PER APPLICATION

- Maximum grant request per APPLICATION/PARK: \$8,500,000
- Minimum grant request per APPLICATION/PARK: \$200,000

One PARK = One Application:

Each PARK requires its own, separate APPLICATION. Only one APPLICATION, requesting up to \$8.5 million, may be submitted for the same PARK in the same ROUND.

Multiple PARKS = Multiple Applications:

An APPLICANT may submit multiple APPLICATIONS for different PARKS. An APPLICANT can potentially receive multiple GRANT awards that total more than \$8.5 million in the same ROUND. There is no cap to the amount of grants an APPLICANT may receive per ROUND.

No Match Required:

The GRANT by itself may fund the entire PROJECT.

AMOUNT AVAILABLE PER ROUND

\$650,275,000 will be split into multiple ROUNDS as shown below:

Round	State Budget APPROPRIATION DATE = Start of GRANT PERFORMANCE PERIOD	Amount Available
2019 ROUND	July 1, 2018 (APPROPRIATION DATE) GRANT PERFORMANCE PERIOD: July 1, 2018 – June 30, 2022	\$254,942,000
Future ROUND(s) See parks.ca.gov/spp for future funding announcements	Future State Budget(s) will determine APPROPRIATION DATE(s)	\$395,333,000
		Total: \$650,275,000*

A minimum of 20% of funds available (at least \$134,125,000 of the \$650,275,000) will fund PROJECTS that EXPAND or RENOVATE EXISTING PARKS.

*Of the total \$650,275,000, a minimum of 2% (\$13,005,500) and no more than 5% (\$32,513,750) will fund COMMUNITY ACCESS PROGRAMS through a separate competitive application process. See parks.ca.gov/cap.

APPLICATION DEADLINE FOR EACH ROUND

The APPLICATION deadline will be unique for each ROUND of SPP and will be announced at parks.ca.gov/spp.

APPLICATION PROCESS

1. Review the “Competitive Chart” at parks.ca.gov/spp.
 - The “Competitive Chart” is an important technical assistance tool that outlines what needs to be prioritized and considered for a competitive SPP APPLICATION.
2. Review this guide to understand the competitive APPLICATION requirements in more detail.
3. Participate in the extensive technical assistance methods such as APPLICATION workshops and contacting OGALS SPP experts. See page 56 for a complete list.
4. Review the GRANT ADMINISTRATION GUIDE, including CONTRACT provisions, to understand the requirements if the competitive APPLICATION is selected for funding.

I. PROGRAM OVERVIEW

5. Send the APPLICATION to OGALS postmarked by the application deadline announced at parks.ca.gov/spp. APPLICATION submittal instructions are found on page 10.
6. As another form of technical assistance, APPLICANTS may be advised to correct or complete documents after the APPLICATION is submitted.
 - Exception: Project Selection Criteria (pages 14– 31) responses must be complete by the APPLICATION deadline. Revisions will not be accepted.
7. The competitive APPLICATION(S) will be evaluated and ranked based on Project Selection Criteria responses. GRANT award decisions will be announced approximately five months after the application deadline. APPLICANTS will receive either a GRANT award or GRANT denial letter.

GRANT ADMINISTRATION PROCESS AND PERFORMANCE PERIOD

1. APPLICANTS who receive a grant award letter from OGALS must attend a mandatory GRANT ADMINISTRATION workshop.
2. After the mandatory workshop, OGALS will send a CONTRACT to the APPLICANTS.
3. After a signed CONTRACT is returned and signed by the State, the APPLICANT becomes a GRANTEE. The GRANTEE will receive a deed restriction/grant notice to record on the title to the property if the GRANTEE owns the land. The deed restriction/grant notice refers to the CONTRACT that requires GRANTEES to ensure operation and maintenance of the PROJECT SITE for 30 years.
4. The GRANT PERFORMANCE PERIOD starts with the APPROPRIATION DATE. If the grant is awarded, PRE-CONSTRUCTION COSTS dating back to the APPROPRIATION DATE may be reimbursed.
5. PROJECT COMPLETION is at least three months before the end of the GRANT PERFORMANCE PERIOD.
6. Send the final payment request to OGALS at least three months before the end of the GRANT PERFORMANCE PERIOD. This gives time for OGALS to review the payment documents, conduct a final site inspection, and process the final payment through the State Controller's Office.
7. The CONTRACT requires GRANTEES to ensure operation and maintenance of the PROJECT SITE for 30 years. The 30-year period begins with the APPROPRIATION DATE.
8. Each ROUND will have a unique GRANT PERFORMANCE PERIOD based on the APPROPRIATION DATE. Dates for each round will be posted at parks.ca.gov/spp.

Community Park Beautification



From blighted land to a vibrant park with soccer and play areas.
Shown above: Vacant land before, becomes Benito Juarez Park, after.



A restroom's exterior is enhanced to tell the community's story.
Left: Noyo Headlands Park, before. Right: Noyo Headlands Park, after.

II. Application Package

This section (pages 10 to 52) provides detailed guidance to complete the APPLICATION.

As a reminder, each PROJECT SITE requires its own separate APPLICATION.

Please follow these five instructions to prepare the APPLICATION.

1. **Use the Application Checklist on the next page to organize the APPLICATION.**
 - Checklist items 1-13 are required for all APPLICATIONS.
 - Checklist item 14 is only required for NON-PROFIT APPLICANTS.
 - Checklist item 15 is required for APPLICANTS who choose to follow the Conservation Corps Consultation Process.
 - If an item is pending, submit a placeholder that describes the next steps for completion with dates. The Project Selection Criteria (Checklist item 2) must be complete by the APPLICATION deadline.
2. **Provide a Table of Contents** based on the Checklist on the next page and number all pages (handwritten page numbers are acceptable).
 - Include “dividers with tabs” that separate and label each Checklist item within the APPLICATION. Please do not send the APPLICATION in a binder. Only use a binder clip or folder.
3. **Send only the items requested in the Checklist.** Do not send supplementary materials, such as PowerPoint presentations or letters of support.
4. **Send one unbound APPLICATION for each PROJECT SITE.**
 - Please keep at least one copy for your records. OGALS may request an electronic copy. Original signatures are not required.
5. **Send the APPLICATION using the mailing address on page 1 of this guide.**

The APPLICATION must be postmarked or hand-delivered on or before the ROUND’S APPLICATION due date announced at parks.ca.gov/spp.

APPLICATION CHECKLIST

Use the checklist below to organize the APPLICATION. Directions and forms for each Checklist item can be found on the page number listed below.

APPLICATION Item <input checked="" type="checkbox"/>		Application Guide Page Number	Signed by Authorized Representative
<input type="checkbox"/>	1. Application Form	Pg. 12	<input type="checkbox"/>
<input type="checkbox"/>	2. Project Selection Criteria	Pg. 14	N/A
<input type="checkbox"/>	3. Community FactFinder Report and Handbook Form	Pg. 33	<input type="checkbox"/>
<input type="checkbox"/>	4. Resolution	Pg. 35	N/A
<input type="checkbox"/>	5. Grant Scope/Cost Estimate Form	Pg. 37	<input type="checkbox"/>
<input type="checkbox"/>	6. Funding Sources Form	Pg. 39	<input type="checkbox"/>
<input type="checkbox"/>	7. Project Timeline Form	Pg. 42	<input type="checkbox"/>
<input type="checkbox"/>	8. Applicant Capacity	Pg. 45	N/A
<input type="checkbox"/>	9. California Environmental Quality Act (CEQA) Compliance Form	Pg. 46	<input type="checkbox"/>
<input type="checkbox"/>	10. Project Site Ownership, Acquisition, or Lease	Pg. 48	N/A
<input type="checkbox"/>	11. Concept Level Site Plan	Pg. 49	N/A
<input type="checkbox"/>	12. Photos and Copyright License Agreement	Pg. 49	N/A
<input type="checkbox"/>	13. Project Location Map	Pg. 51	N/A
<input type="checkbox"/>	14. NON-PROFIT APPLICANT Requirements (only for NON-PROFIT APPLICANTS)	Pg. 51	N/A
<input type="checkbox"/>	15. CONSERVATION CORPS Consultation Review (optional)	Pg. 51	N/A

PROJECT APPLICATION FORM (CHECKLIST #1)

A “fillable” APPLICATION Form is available at parks.ca.gov/spp.

The AUTHORIZED REPRESENTATIVE will certify on this form that the information contained in the APPLICATION packet is accurate.

For the “Project Site Name and Physical Address”, if a physical address is not available, please provide the latitude and longitude coordinates according to Google maps.

People to List on the Form:

- The “AUTHORIZED REPRESENTATIVE” is the position that signs all forms in the APPLICATION packet.
- The “Application Contact” is the day-to-day administrator who can answer detailed questions about the PROJECT and documents in the APPLICATION.
- The “Grant Contact” will be the lead contact for GRANT administration if it is selected for funding. The “Application” and “Grant” contact may be the same person.

PROJECT APPLICATION FORM (CHECKLIST #1)

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Statewide Park Development and Community Revitalization Program of 2018

PROJECT APPLICATION FORM

PROJECT NAME		
REQUESTED GRANT AMOUNT		\$ _____
OTHER FUNDING SOURCES		\$ _____
TOTAL PROJECT COST		\$ _____
PROJECT SITE NAME and PHYSICAL ADDRESS where project is located (including zip code)		PROJECT SITE OWNERSHIP <input checked="" type="checkbox"/> all that apply <input type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Proposed Acquisition of _____ acres <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement <input type="checkbox"/> TURN-KEY Project
NEAREST CROSS STREETS		
COUNTY OF PROJECT LOCATION		
APPLICANT NAME (entity applying for the grant) and MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE as shown in Resolution		
<div> <div>_____</div> <div>Name <i>(typed or printed)</i> and Title</div> <div>Email address</div> <div>Phone</div> </div>		
APPLICATION CONTACT		
<div> <div>_____</div> <div>Name <i>(typed or printed)</i> and Title</div> <div>Email address</div> <div>Phone</div> </div>		
GRANT CONTACT For administration of grant if awarded <i>(if different from AUTHORIZED REPRESENTATIVE)</i>		
<div> <div>_____</div> <div>Name <i>(typed or printed)</i> and Title</div> <div>Email address</div> <div>Phone</div> </div>		
GRANT SCOPE I represent and warrant that this APPLICATION describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION, including required attachments, is accurate.		
<div> <div>_____</div> <div>Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution</div> </div>		<div> <div>_____</div> <div>Date</div> </div>
<div> <div>_____</div> <div>Print Name</div> </div>		<div> <div>_____</div> <div>Title</div> </div>

PROJECT SELECTION CRITERIA (CHECKLIST #2)

PROJECT SELECTION CRITERIA (CHECKLIST #2)

OVERVIEW

Structure your response to follow the same numbered and lettered order of the Project Selection Criteria. A template to structure the response titled “Outline for Project Selection Criteria Response” is available at parks.ca.gov/spp.

The Project Selection Criteria are used to rank all statewide APPLICATIONS.

APPLICANTS are encouraged to conceptualize a new project based on the Project Selection Criteria. Technical Assistance tips are included starting on page 56.

The maximum score is 100 points.

- All competing APPLICATIONS start with 0 points.
- Points are gained through the Project Selection Criteria.

PROJECT SELECTION CRITERIA		MAX POINT VALUE
PROJECT LOCATION		
1.	Critical Lack of PARK SPACE	15
2.	Significant Poverty	16
3.	Type of Project	10
COMMUNITY ENGAGEMENT		
4.	Community Based Planning	18
5.	Employment or Volunteer Opportunities	6
6.	Partnerships or Committed Funding	3
OPERATION AND MAINTENANCE CONSIDERATIONS		
7.	Environmental Design	7
8.	Public Use Fees and Hours of Operation	5
SUMMARY ABOUT PROJECT NEED, BENEFITS, AND READINESS		
9.	Community CHALLENGES, Project Benefits and Readiness	20
MAXIMUM SCORE		100

PROJECT SELECTION CRITERION #1 - CRITICAL LACK OF PARK SPACE

Use the California State Parks Community FactFinder at ParksforCalifornia.org/communities to provide information about the critical lack of PARK SPACE within PROXIMITY (a half-mile radius) of the PROJECT SITE. Answer the following:

What is the ratio of PARK acreage per 1,000 RESIDENTS within PROXIMITY of the PROJECT SITE according to the Community FactFinder Report?

Use this chart format to structure the response:

Ratio of PARK acreage per 1,000 residents according to the FactFinder report	FactFinder Report ID Number (found on the top right corner of the report)
---	--

POINTS *The scale below shows that 15 points will be given to PROJECTS in PROXIMITY to CRITICALLY UNDERSERVED COMMUNITIES having the lowest ratio of PARK SPACE per 1,000 RESIDENTS when compared with all statewide APPLICATIONS. OGALS will develop a competitive statewide list representing the PARK SPACE per 1,000 RESIDENTS of all APPLICATIONS in ranking order, from lowest to highest.*

	Points
Lowest 10% on the ranked list	15
From 11%-20% on the ranked list	13
From 21%-30% on the ranked list	11
From 31%-40% on the ranked list	9
From 41%-60% on the ranked list	7
From 61%-80% on the ranked list	5
From 81%-100% on the ranked list	3
No information provided.	0
The PROJECT SITE'S half-mile radius has a ratio of more than 3 acres of PARK SPACE per 1,000 residents <u>AND</u> the community has a median household income above \$51,026.	Ineligible

A community's CHALLENGES beyond the ratio of park acres per 1,000 residents can be further explained in Criterion 9(A) on page 31.

Technical assistance is available on page 57.

PROJECT SELECTION CRITERION #2 - SIGNIFICANT POVERTY

Using the same California State Parks Community FactFinder Report from Project Selection Criteria 1, provide information about significant poverty within PROXIMITY of the PROJECT SITE by answering (A) and (B) below:

A. What is the median household income within PROXIMITY of the PROJECT SITE according to the Community FactFinder Report?

Use this chart format to structure the response:

Median Household Income according to the Factfinder report	FactFinder Report ID Number (found on the top right corner of the report)
--	---

POINTS <i>The scale below shows that up to 11 points will be given to PROJECTS in PROXIMITY to CRITICALLY UNDERSERVED COMMUNITIES having the lowest median household incomes compared with all APPLICATIONS. OGALS will develop a competitive statewide list representing the median household incomes of all APPLICATIONS in ranking order, from lowest to highest.</i>	
	Points
Lowest 10% on the ranked list	11
From 11%-20% on the ranked list	9
From 21%-40% on the ranked list	7
From 41%-60% on the ranked list	5
From 61%-80% on the ranked list	3
From 81%-100% on the ranked list	1
No information provided.	0
The PROJECT SITE’S half-mile radius has a ratio of more than 3 acres of PARK SPACE per 1,000 residents <u>AND</u> the community has a median household income above \$51,026 (80% of the statewide average).	Ineligible

A community’s CHALLENGES beyond the median household income can be further explained in Criterion 9(A) on page 31.

Technical assistance is available on page 57.

PROJECT SELECTION CRITERION #2 - SIGNIFICANT POVERTY

B. What is the number of people living below poverty within PROXIMITY of the PROJECT SITE according to the Community FactFinder Report?

Use this chart format to structure the response:

Number of People Living in Poverty according to the Factfinder report	FactFinder Report ID Number (found on the top right corner of the report)
--	--

POINTS *The scale below shows that up to 5 points will be given to PROJECTS in PROXIMITY to CRITICALLY UNDERSERVED COMMUNITIES having the highest number of people below the poverty level compared with all APPLICATIONS. OGALS will develop a statewide list representing the number of people living in poverty of all APPLICATIONS in ranking order, from highest to lowest.*

	Points
Highest 10% on the ranked list	5
From 11% to 20% on the ranked list	4
From 21% to 50% on the ranked list	3
From 51% to 80% on the ranked list	2
81% to 100% on the ranked list	1
No information provided.	0

A community's CHALLENGES beyond the number of people living in poverty can be further explained in Criterion 9(A) on page 31.

Technical assistance is available on page 57.

PROJECT SELECTION CRITERION #3 - TYPE OF PROJECT

PROJECT SELECTION CRITERION #3 - TYPE OF PROJECT

Use the following format to explain if the PROJECT will create a NEW PARK, or EXPAND an EXISTING PARK, or RENOVATE an EXISTING PARK:

TYPE OF PROJECT (check one of the following)	QUALIFIERS (respond based on the type of project)
<input type="checkbox"/> NEW PARK	<p>Describe how the PROJECT SITE qualifies as a NEW PARK by answering the following:</p> <p>A) What was the use of the PROJECT SITE prior to the SPP APPLICATION due date? Describe how the property to be developed into a NEW PARK was not used as a PARK and did not exist as a PARK before the current ROUND'S APPLICATION due date. Explain how the PARK is not ADJACENT to EXISTING PARK SPACE.</p>
<input type="checkbox"/> EXPAND an EXISTING PARK	<p>Describe how the PROJECT SITE qualifies as an EXPANSION of an EXISTING PARK by answering the following:</p> <p>A) What was the use of the EXPANSION property prior to the current ROUND'S APPLICATION due date? Why is the EXPANSION property currently not considered part of the existing ADJACENT PARK boundary?</p> <p>B) Describe why the EXPANSION is needed to complement the ADJACENT EXISTING PARK.</p>
<input type="checkbox"/> RENOVATE an EXISTING PARK (EXPANSION is not applicable)	<p>Describe how the PROJECT qualifies as a RENOVATION of an EXISTING park by answering the following:</p> <p>A) What RECREATION FEATURE(s) will be added or renovated in the existing PARK?</p> <p>B) Why is it not feasible or desired to create a NEW PARK in a CRITICALLY UNDERSERVED COMMUNITY, or add NEW PARK SPACE ADJACENT to the proposed PROJECT SITE?</p>

PROJECT SELECTION CRITERION #3 - TYPE OF PROJECT

POINTS <i>The scale below shows 10 points are given to PROJECTS that create NEW PARKS.</i>	
	Points
The PROJECT will create a NEW PARK. The property to be developed into a NEW PARK was not used as a PARK and did not exist as a PARK before the current ROUND'S APPLICATION due date. It is not ADJACENT to EXISTING PARK SPACE.	10
The PROJECT will EXPAND an EXISTING PARK. The EXPANSION property is not PARK SPACE and has not been part of the ADJACENT PARK before the current ROUND'S APPLICATION due date.	8
The PROJECT will add or RENOVATE at least one RECREATION FEATURE in an EXISTING PARK. The PROJECT will not EXPAND an EXISTING PARK or create a NEW PARK. The APPLICANT described why it is not feasible or desired to create a NEW PARK or EXPAND an EXISTING PARK.	7
The PROJECT will add or RENOVATE at least one RECREATION FEATURE in an EXISTING PARK. The PROJECT will not EXPAND an EXISTING PARK or create a NEW PARK. The APPLICANT did not describe why the creation of a NEW PARK or EXPANSION of a park is not feasible or desired.	6
PROJECT does not add or RENOVATE a RECREATION FEATURE.	Ineligible

Technical assistance is available on page 58.

PROJECT SELECTION CRITERION #4 - COMMUNITY BASED PLANNING

Describe how the APPLICANT or partnering community-based organization(s) made current efforts to engage RESIDENTS to DESIGN the PARK. Use A and B to plan the MEETING location schedule and outreach. Use the three DESIGN goals in C to gather RESIDENTS' ideas at the meetings. Part C encourages project enhancements that reflect the RESIDENTS' unique needs and creativity. Photos of MEETINGS are preferred (see Checklist Item 12, page 49).

- A.** How many MEETINGS occurred in the CRITICALLY UNDERSERVED COMMUNITY? Describe why the MEETING locations and times were convenient for RESIDENTS with various employment and family schedules and lack private transportation. If meetings occurred before June 5, 2018 (passage of Prop 68 Bond Act), they may also be listed for historical reference.

Use the chart format below to list the details of each MEETING that occurred in the CRITICALLY UNDERSERVED COMMUNITY.

MEETING Date/Year	MEETING Type, Venue, Address	Times (am/pm)	Day of Week	Description of MEETING location/time convenience
-------------------	------------------------------	---------------	-------------	--

POINTS The scale below shows that up to 4 points will be given for the amount and convenience of MEETINGS that occurred in the CRITICALLY UNDERSERVED COMMUNITY.

	Points
The APPLICANT or partners facilitated at least five MEETINGS, between June 5, 2018 and the APPLICATION deadline, to obtain ideas from the RESIDENTS. The MEETINGS were located within the CRITICALLY UNDERSERVED COMMUNITY, or within a convenient distance for RESIDENTS without private transportation. At least two of the MEETINGS occurred on a weekend or in the evening.	4
Four or three MEETINGS, between June 5, 2018 and the APPLICATION deadline, were located within the CRITICALLY UNDERSERVED COMMUNITY or within a convenient distance for RESIDENTS without private transportation. One of the MEETINGS occurred on a weekend or in the evening.	2
Two or one MEETINGS, between June 5, 2018 and the APPLICATION deadline, were located within the CRITICALLY UNDERSERVED COMMUNITY or within a convenient distance for RESIDENTS without private transportation. One of the MEETINGS occurred on a weekend or in the evening.	1
MEETINGS were not located within the CRITICALLY UNDERSERVED COMMUNITY or within a convenient distance for RESIDENTS without private transportation. Or, none of the MEETINGS occurred during a weekend or an evening. Or, the MEETINGS did not occur between June 5, 2018 and the APPLICATION deadline.	0

Technical assistance is available on page 59.

PROJECT SELECTION CRITERION #4 - COMMUNITY BASED PLANNING

- B.** For each MEETING listed in the response to 4(A), what method(s) did the APPLICANT or partnering community based organization(s) use to invite RESIDENTS? In the combined set of MEETINGS, was there a BROAD REPRESENTATION of RESIDENTS?

Structure the response using the chart format below to describe the method of invitation. Include the number and general description of the RESIDENTS who participated in each MEETING. List MEETINGS in the order of the response to 4(A).

MEETING Date/Year	Description of the method(s) used to invite RESIDENTS to this MEETING. (see page 60 for a list of seven examples)	Number of RESIDENTS who participated in this MEETING.	General description of the RESIDENTS (youth, seniors, families or other groups) who participated in this MEETING.
-------------------	---	---	---

POINTS The scales below show that up to 4 points will be given for methods used to invite a BROAD REPRESENTATION of RESIDENTS who participated in the MEETINGS.

	Points
For the combined set of MEETINGS, at least three methods were used to invite a BROAD REPRESENTATION of RESIDENTS.	3
For the combined set of MEETINGS, two methods were used to invite a BROAD REPRESENTATION of RESIDENTS.	2
For the combined set of MEETINGS, one method was used to invite a BROAD REPRESENTATION of RESIDENTS.	1
The methods used were limited to inviting advocacy groups likely to promote a specific type of PROJECT. Or, a method was not used to invite the RESIDENTS. <i>In either case, 0 points will also be given to the response for 4(c).</i>	0

	Points
The number and general description of the RESIDENTS who participated in the combined set of MEETINGS consisted of a BROAD REPRESENTATION of the CRITICALLY UNDERSERVED COMMUNITY.	1
The number and general description of the RESIDENTS who participated in the combined set of MEETINGS did not consist of a BROAD REPRESENTATION of the CRITICALLY UNDERSERVED COMMUNITY. Or, only an advocacy group or league likely to promote a specific type of PROJECT was involved. Or, no RESIDENTS were invited or MEETINGS did not occur. <i>In all cases, 0 points will also be given to the response for 4(c).</i>	0

Technical assistance begins on page 59.

PROJECT SELECTION CRITERION #4 - COMMUNITY BASED PLANNING

- C. During the MEETINGS that occurred in the CRITICALLY UNDERSERVED COMMUNITY, how were the RESIDENTS enabled to DESIGN the PARK using Goals 1-3?

Structure the response by providing the “Process” descriptions and “List” of ideas for the goals shown below.

GOAL 1 The RESIDENTS engaged in a process to reach a general agreement on the selection of the RECREATION FEATURE(S) and design details for those RECREATION FEATURE(S).

Selection of the RECREATION FEATURE(S)

Process: *(describe how the RESIDENTS were enabled to identify, prioritize, and then select, RECREATION FEATURE(S) for the proposed PROJECT. The goal is to ask RESIDENTS what facilities they want in the PARK.)*

DESIGN of the RECREATION FEATURE(S)

Process: *(describe how the RESIDENTS were enabled to provide DESIGN ideas for the selected RECREATION FEATURE(S). The goal is to ask RESIDENTS for detailed design ideas of the features, after the features are selected.)*

List of design ideas: *(list the RESIDENTS’ ideas that will be included in the DESIGN of the RECREATION FEATURE(S). Avoid listing ideas that will not be included.)*

GOAL 2 The RESIDENTS engaged in a process to reach a general agreement on the location of the RECREATION FEATURE(S) within the PARK.

Location of the RECREATION FEATURE(S) within the PARK.

Process: *(describe the process that enabled the RESIDENTS to express their preferences for the location of the RECREATION FEATURE(S) within the PARK.)*

List of Reasons: *(list the reasons that will be used for the location of the RECREATION FEATURE(S) within the PARK. Avoid listing reasons that will not be used.)*

GOAL 3 The RESIDENTS engaged in a process to provide other PARK DESIGN ideas, including solutions for safe public use, and PARK beautification such as landscaping and public art.

Safety and PARK beautification

Process: *(describe the process that enabled the RESIDENTS to provide PARK DESIGN ideas for safe public use and PARK beautification.)*

List of safe public use ideas: *(list the RESIDENTS’ ideas that will be included in the proposed PROJECT. Avoid listing ideas that will not be included.)*

List of PARK beautification ideas: *(list the RESIDENTS’ ideas that will be included in the proposed PROJECT. Avoid listing ideas that will not be included.)*

PROJECT SELECTION CRITERION #4 - COMMUNITY BASED PLANNING

POINTS <i>The scales below show that up to 10 points cumulatively will be given for MEETING goals 1-3 that enabled the RESIDENTS to DESIGN the PARK.</i>	
GOAL 1	Points
The RESIDENTS identified their preferred RECREATION FEATURE(S) (not limited to a few predetermined options presented by the APPLICANT). Then, the RESIDENTS selected RECREATION FEATURES for the proposed PROJECT.	3
The RESIDENTS provided DESIGN ideas for their selected RECREATION FEATURE(S).	1
The APPLICANT'S response also <u>lists the RESIDENTS' ideas that will be implemented</u> in the DESIGN of the RECREATION FEATURE(S).	1
The APPLICANT'S response does not address any of the elements of Goal 1.	0
GOAL 2	Points
The RESIDENTS expressed their preferences for the location of the RECREATION FEATURE(S) within the PARK.	1
The APPLICANT'S response also <u>lists the RESIDENTS' reasons for the location of the RECREATION FEATURE(S) that will be implemented within the PARK.</u>	1
The APPLICANT'S response does not address any of the elements of Goal 2.	0
GOAL 3	Points
The RESIDENTS provided PARK DESIGN ideas for safe public use.	1
The RESIDENTS provided PARK beautification ideas.	1
The APPLICANT'S response also <u>lists the RESIDENTS' PARK DESIGN ideas for safe public use and beautification that will be included</u> in the proposed PROJECT.	1
The APPLICANT'S response does not address any of the elements of Goal 3.	0
RESIDENTS' PARK DESIGN ideas for safe public use are not included in the proposed PROJECT.	Ineligible

Technical assistance begins on page 59.

PROJECT SELECTION CRITERION #5 - EMPLOYMENT OR VOLUNTEER OPPORTUNITIES

PROJECT SELECTION CRITERION #5 - EMPLOYMENT OR VOLUNTEER OPPORTUNITIES

Describe how the PROJECT will include employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for RESIDENTS including youth and/or CORPSMEMBERS by answering A and B:

- A. What types of meaningful employment or volunteer activities will be available for RESIDENTS and/or CORPSMEMBERS between June 5, 2018 until PROJECT COMPLETION? (see examples on page 62)
- B. How many RESIDENTS and/or CORPSMEMBERS will receive the OUTDOOR LEARNING OPPORTUNITIES?

Use the following chart format to list each opportunity answering A and B above:

A. Brief Description of the Meaningful Employment or Volunteer OUTDOOR LEARNING OPPORTUNITIES	B. Number of RESIDENTS and/or CORPSMEMBERS
---	--

POINTS *The scale below shows that 3 points will be given to PROJECTS that will include employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for at least twenty RESIDENTS and/or CORPSMEMBERS.*

	Points
At least twenty RESIDENTS and/or CORPSMEMBERS will receive employment or volunteer OUTDOOR LEARNING OPPORTUNITIES.	3
Less than twenty but at least ten RESIDENTS and/or CORPSMEMBERS will receive employment or volunteer OUTDOOR LEARNING OPPORTUNITIES.	2
Less than ten but at least five RESIDENTS and/or CORPSMEMBERS will receive employment or volunteer OUTDOOR LEARNING OPPORTUNITIES.	1
The PROJECT will not provide employment or volunteer OUTDOOR LEARNING OPPORTUNITIES for at least five RESIDENTS and/or CORPSMEMBERS, or the APPLICANT did not respond to the criterion.	0

In addition to employment or volunteer opportunities for RESIDENTS, APPLICANTS must contact the CONSERVATION CORPS to discuss the feasibility of using their services.

PROJECT SELECTION CRITERION #5 - EMPLOYMENT OR VOLUNTEER OPPORTUNITIES

C. Citing the Corps Consultation Review Document, what was the outcome of the Corps Consultation Process? (see Checklist Item #15, page 51)

- If it is feasible for a CONSERVATION CORPS to work on a PROJECT component, list the agreed services and costs for work. Confirm an understanding between the APPLICANT and CONSERVATION CORPS that the agreed scope of work is binding should the GRANT be awarded.
- If the CONSERVATION CORPS offered services but the APPLICANT declines, provide a reason for not using any of their services.

POINTS *The scale below shows that 3 points will be given to PROJECTS that will include employment of CONSERVATION CORPS, or the CONSERVATION CORPS determined it is not feasible to work on the PROJECT.*

	Points
<p>The Corps Consultation Process was followed. The CONSERVATION CORPS determined it is feasible to work on the PROJECT should the grant be awarded. A description of the agreed services and cost estimate is provided in the response.</p> <p>Or</p> <p>The Corps Consultation Process was followed. The CONSERVATION CORPS determined it is not feasible to work on the PROJECT.</p>	3
<p>The Corps Consultation Process was not followed.</p> <p>Or</p> <p>The Corps Consultation Process was followed. The CONSERVATION CORPS determined it is feasible to work on the PROJECT; <u>however</u>, the APPLICANT declines all aspects of services offered by the CONSERVATION CORPS.</p>	0

Technical assistance is available on page 62.

PROJECT SELECTION CRITERION #6 – PARTNERSHIPS OR COMMITTED FUNDING

Describe partnership assistance given to the APPLICANT beginning with the passage of the Bond Act (June 5, 2018) through PROJECT COMPLETION, by answering the following:

What are the organization names of the partners and what are their roles? If no partners are involved in the PROJECT, but the APPLICANT has COMMITTED FUNDS, write “See Funding Sources Form” in boxes A and B below.

Use this chart format to list and describe each partner in the response:

A. Name and General Purpose of Organization (specify if it is a HEALTH ORGANIZATION)	B. Partnership Role specific to this PROJECT such as assisting with community based planning, contributing volunteer hours or materials, or funding support
--	---

POINTS <i>The scale below shows that a maximum of 3 points will be given to projects that involve at least three partnerships, including a HEALTH ORGANIZATION.</i>	
	Points
The PROJECT involves three or more partners, including a HEALTH ORGANIZATION, providing volunteer hours, or materials, or funding for DESIGN, PRE-CONSTRUCTION, land ACQUISITION, or CONSTRUCTION.	3
The PROJECT involves two partners providing volunteer hours, or materials, or funding for DESIGN, PRE-CONSTRUCTION, land ACQUISITION, or CONSTRUCTION.	2
The PROJECT involves one partner. Or, the APPLICANT has no partners but is contributing its own funding to the PROJECT.	1
The PROJECT involves no partnerships and the APPLICANT has no COMMITTED FUNDS. Or, a response was not provided.	0

APPLICANTS are encouraged to explore partnerships with at least one HEALTH ORGANIZATION. Technical assistance is available on page 63.

PROJECT SELECTION CRITERION #7 - ENVIRONMENTAL DESIGN

Describe how the PROJECT will provide efficient use of water and other natural resources by answering both (A) **and** (B) combined, **or** (C) by itself, to obtain up to 7 points.

A. How will the PROJECT include the following sustainable techniques?

For the APPLICATION to be eligible, the PROJECT must include, at a minimum, A(1):

1. Incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation, or cleanse storm water before release.
2. Use of water efficient irrigation system that includes a rain sensor, evapotranspiration (ET) controllers, flow sensors, or on-site water recycling that reduces potable water consumption, or the PROJECT will not require additional use of water.
3. At least 10% of the materials for PROJECT construction will consist of recycled materials, or construction waste will be minimized by the separation and recycling of recoverable materials generated during construction.
4. Landscaping that excludes the use of invasive plants and instead features drought tolerant or climate appropriate non-invasive native turf, trees, shrubs, plants, and ground cover. Also discuss how the landscaping minimizes the use of toxic pesticides and inorganic fertilizers.

Use the following chart format to list and describe each sustainable technique in response to (A) above.

Sustainable Technique	Description of the sustainable technique
-----------------------	--

POINTS The scale below shows that up to 4 points will be given to PROJECTS that will include the four sustainable techniques listed in 7(A).

	Points
The PROJECT will include all four of the listed techniques.	4
The PROJECT will include three of the listed techniques, and includes (A)1.	3
The PROJECT will include two of the listed techniques, and includes (A)1.	2
The PROJECT will include none of the listed techniques, or does not include (A)1.	Ineligible

Technical Assistance is available on page 64.

B. How will the PROJECT include the following additional techniques that are not listed in question (A) above?

- 1. Carbon sequestration tree planting (identify approximately how many trees will be planted). See Greenhouse Gas Emissions Reduction and Carbon Sequestration technical assistance on page 65. If the PROJECT will not include tree planting, include one other energy, water, and natural resource conservation technique.
- 2. Facilitation of safe and reliable drinking water to park visitors if not yet available. If safe and reliable drinking water is already available for park visitors, include one other energy, water, and natural resource conservation technique.
- 3. One other energy, water, and/or natural resource conservation technique.

Use the following chart format to list and describe each sustainable technique for B above.

Sustainable Technique	Description of the sustainable technique
-----------------------	--

POINTS The scale below shows that up to 3 points will be given to PROJECTS with at least three other sustainable techniques for efficient use of energy, water, and other natural resources that were not listed in 7(A).

	Points
The PROJECT will include three other energy, water, and natural resource conservation or carbon sequestration techniques not listed in 7(A).	3
The PROJECT will include two other techniques not listed in 7(A).	2
The PROJECT will include one technique not listed in 7(A).	1
The PROJECT will not include additional techniques beyond 7(A).	0

Technical Assistance is available on page 65.

- C.** If A and B above is selected, do not respond to this item. This is a 7 point alternative to A and B:

Will the PROJECT include SITES or LEED Certification as an alternative to A and B above? If so, provide a plan for achieving either SITES certified landscaping or LEED certified building construction by answering the following questions:

1. What level of SITES certification or LEED certification, or both, will be obtained?
2. What is the current status and next steps timeline for securing the certification?
3. Will the PROJECT incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation or cleanse storm water before release?

POINTS *PROJECTS that achieve any level of SITES or LEED Certification, and that capture or clean storm water, will be awarded the maximum of 7 points as an alternate to A and B above.*

	Points
The PROJECT will obtain any level of SITES or LEED Certification and will incorporate pervious surfaces or other technique(s) such as bio-swales or grading to capture storm water for infiltration or irrigation or cleanse storm water before release.	7
The PROJECT will not obtain SITES or LEED Certification.	0

Note: SITES certification is for outdoor PARK SPACES, while LEED certification is for buildings. See the Technical Assistance on page 65 for more information and web-links for SITES and LEED Certification.

Technical Assistance is available on page 65.

PROJECT SELECTION CRITERION #8 – PUBLIC USE FEES AND HOURS OF OPERATION

PROJECT SELECTION CRITERION #8 – PUBLIC USE FEES AND HOURS OF OPERATION

Describe how youth, seniors, and families affected by poverty will have DAILY ACCESS to the PROJECT SITE by answering the following:

- A. What will be the Monday through Sunday hours of operation for the overall PARK to accommodate various needs of youth, seniors, and families?
- B. Will the Monday through Sunday hours of operation differ for any RECREATION FEATURES listed in the Grant Scope/Cost Estimate Form? If so, please identify the RECREATION FEATURE(S) and Monday through Sunday hours of operation.
- C. Will the public be charged entrance or membership fees to enter the overall park? Will entrance, membership, or league/activity fees be charged to use a RECREATION FEATURE that is a majority of the TOTAL PROJECT COST listed in the GRANT SCOPE/Cost Estimate Form? If so, list each fee, identify if the fee is daily, weekly, or monthly, and explain why the fee will not prevent DAILY ACCESS for youth, seniors, and families affected by poverty.

POINTS The scales below shows that up to 5 points will be given to projects with weekday and weekend operating hours appropriate for youth, families, seniors, and other population groups in the CRITICALLY UNDERSERVED COMMUNITY, and with reasonable or no entrance or membership fees.

	Points
The PROJECT will be open 7 days a week, for at least eight hours per day, such as dawn to dusk, to accommodate the needs of youth, seniors, and families.	2
The PROJECT will be open 7 days a week, from three to less than eight hours per day.	1
The PROJECT will not be open 7 days a week for at least three hours per day or the APPLICANT did not respond to criterion.	Ineligible
	Points
The public will not be charged entrance or membership fees to use the PROJECT. Or, the lowest entrance or membership fees for the public calculate to \$3 per month or less per person and will not deter DAILY ACCESS.	3
The lowest entrance or membership fees for the public calculate to more than \$3 but less than \$10 per month per person which may deter DAILY ACCESS.	1
The public will be charged fees that will calculate to \$10 or more per month per person, or the APPLICANT did not respond to the criterion.	0

Technical Assistance is available on page 66.

PROJECT SELECTION CRITERION #9 – COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

PROJECT SELECTION CRITERION #9 – COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

Provide responses to A and B below to summarize the PROJECT'S need and benefits. This criterion is designed for the APPLICANT to tell the story about the PROJECT need and benefits not yet covered through Project Selection Criteria 1 through 8. For C below, OGALS will determine the project's readiness and APPLICANT capacity using information provided in the entire APPLICATION.

A. What CHALLENGES are present within the community that contributes to the need for the PROJECT?

Use this chart format to structure the response for each CHALLENGE.

Challenge	Description of the Challenge
-----------	------------------------------

B. How will the PROJECT benefit the HEALTH and quality of life for youth, seniors, and families by improving the community's recreational, social, cultural, environmental, educational, and economic conditions?

Use this format to structure the response

HEALTH and quality of life conditions	How the PROJECT will benefit the HEALTH and quality of life for youth, seniors, and families.
Recreational	
Social	
Cultural	
Environmental	
Educational	
Economic (and advancing solutions to prevent displacement, if applicable)	

C. OGALS will use information provided in the entire APPLICATION, to assess if PROJECT COMPLETION, as well as 30 years of adequate operation and maintenance, appears to be achievable.

Technical Assistance is available on page 67.

PROJECT SELECTION CRITERION #9 – COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

POINTS <i>The scale below shows that up to 20 points will be given to a community having severe CHALLENGES, and the PROJECT will have significant benefits, and the APPLICANT has sufficient capacity to deliver the PROJECT.</i>	
	Points
<p>The community has severe CHALLENGES compared to other APPLICATIONS.</p> <p>The PROJECT will significantly improve the community's recreational, social, cultural, educational, environmental, and economic conditions.</p> <p>Based on the information provided in the entire APPLICATION, PROJECT COMPLETION and 30 years of adequate operation and maintenance for public use appears to be achievable.</p>	20 - 10
<p>The community has average CHALLENGES compared to other APPLICATIONS.</p> <p>The PROJECT will significantly improve the community's recreational, social, cultural, educational, environmental, and economic conditions.</p> <p>Based on the information provided in the entire APPLICATION, PROJECT COMPLETION and 30 years of adequate operation and maintenance for public use appears to be achievable.</p>	9 - 4
<p>The community has minimal CHALLENGES compared to other APPLICATIONS.</p> <p>Or, the PROJECT will minimally improve the community's recreational, social, cultural, educational, environmental, and economic conditions.</p> <p>Or, based on the information provided in the entire APPLICATION, PROJECT COMPLETION, or 30 years of adequate operation and maintenance for public use, appears to be uncertain or problematic.</p>	3 - 1
No information provided.	0

Technical Assistance is available on page 67.

COMMUNITY FACTFINDER REPORT AND HANDBOOK FORM (CHECKLIST #3)

Provide the following two items:

1. **Community FactFinder Report.** To create a report of the area in PROXIMITY, starting at the PROJECT SITE, use the current FactFinder version at: ParksforCalifornia.org/communities.

Only one report can be submitted per APPLICATION. The report must be created with the starting point (pin) located in the boundary of the PROJECT SITE. The FactFinder Report will be used for Project Selection Criteria 1, 2, and 3, pages 15 to 18.

2. **Community FactFinder Handbook Form.** This Form will be signed by the AUTHORIZED REPRESENTATIVE. Its purpose is to certify that Steps 1-8 described in the FactFinder Handbook were followed and completed before submittal of the APPLICATION. Frequently asked questions with policy responses are included within each step. The FactFinder Handbook is available at parks.ca.gov/spp.

To avoid delays in the competitive review process, please complete the FactFinder Handbook steps at least one month before the APPLICATION is submitted.

- ✓ Send an email to report acreage that should or should not be counted within the PROJECT SITE'S radius to SCORP@parks.ca.gov. Attach the FactFinder Report to the email. (Step 6)
- ✓ Generate the FactFinder Report with the pinpoint located in the boundary of the PROJECT SITE to create the half-mile radius. (Step 7)

If the addition or removal of PARK acreage was reported to SCORP@parks.ca.gov but the Community FactFinder update is not yet complete at the time of APPLICATION, include a copy of the email request as a placeholder. Additionally, in the response to Project Selection Criteria 1 and 2, state that a Community FactFinder update was requested at the time of Application. OGALS will notify the APPLICANT when a new FactFinder Report can be submitted.

OGALS will confirm Steps 6 and 7 in the APPLICANT'S report. If PARK acreage is discovered that should have been reported, or if the pinpoint is outside the PROJECT SITE, OGALS reserves the right to generate a new FactFinder report in the middle of the PROJECT SITE for the purpose of Criteria 1 and 2.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
COMMUNITY FACTFINDER HANDBOOK FORM

APPLICANTS will sign this Form after completing Steps 1-8 following the FactFinder Handbook available at parks.ca.gov/spp.

I certify that the California State Parks Community Fact Finder Report that was submitted at the time of APPLICATION met the following two requirements:

- ✓ Acreage that should or should not be counted within the PROJECT SITE’S radius has been reported to SCORP@parks.ca.gov. (Step 6)
- ✓ The FactFinder Report was generated with the pin located in the boundary of the PROJECT SITE. (Step 7)

I understand if either of the above requirements were not met, OGALS will generate a new report with the pin located in the middle of the PROJECT SITE to create the new half-mile radius and will use the data for purposes of Project Selection Criteria 1 and 2.

AUTHORIZED REPRESENTATIVE Signature

Date

AUTHORIZING RESOLUTION (CHECKLIST #4)

The Authorizing Resolution serves two purposes:

1. It is the means by which the APPLICANT'S Governing Body shows it is aware of all the terms of the CONTRACT. It provides confirmation that the APPLICANT has the funding to complete the proposed PROJECT if the GRANT is awarded.
2. Designates a position title (through Provision 4) to represent the Governing Body on all matters regarding the APPLICATION and PROJECT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

All signatures required in this Application Guide are the signature of the AUTHORIZED REPRESENTATIVE. Submitted documents need not contain "wet" signatures, but the APPLICANT must keep all original signed documents.

The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires the AUTHORIZED REPRESENTATIVE to submit a letter (on letterhead) or email to OGALS delegating authority.

Format

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*. Any changes to the language may require OGALS Legal Office review. The time involved with the legal review process may delay application approval and could affect OGALS ability to fund the PROJECT.

Provision 6

Public Resources Code §80001(b)(8 A-G) requires that public agencies receiving funds from this 2018 Bond Act shall consider a range of actions promoting diversity and inclusion as identified in the "Presidential Memorandum—Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017.

**RESOLUTION OF THE (Title of Governing Body/City Council, Board of
Supervisors/Directors) OF (City, County, District, or Non-Profit Organization)
Approving the Application for
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the (Applicant's Governing Body) hereby:
APPROVES THE FILING OF AN APPLICATION FOR THE (NAME OF PROJECT); AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the ____ day of _____, 20____

I, the undersigned, hereby certify that the foregoing Resolution Number ____ was duly adopted by the (Applicant's Governing Body) following a roll call vote:

Ayes:

Noes:

Absent:

_____ (Clerk)

GRANT SCOPE/COST ESTIMATE FORM (CHECKLIST #5)

The GRANT SCOPE/Cost Estimate Form on the following pages has two uses:

1. Establishing the GRANT SCOPE
2. Providing a Cost Estimate for the PROJECT

1. Establishing the GRANT SCOPE

This form will be used to establish the expected deliverables for PROJECT COMPLETION paid for by the SPP GRANT plus COMMITTED FUNDS. This form lists what OGALS, auditors, and the public will expect to see in the park by PROJECT COMPLETION. To be eligible for GRANT payment, all RECREATION FEATURES and MAJOR SUPPORT AMENITIES must be included on the GRANT SCOPE/Cost Estimate Form.

Use the form to describe only the RECREATION FEATURES and MAJOR SUPPORT AMENITIES that will be complete for final payment before the end of the GRANT PERFORMANCE PERIOD. Do not include future development phases beyond the GRANT plus COMMITTED FUNDS.

For ACQUISITION and DEVELOPMENT combination PROJECTS, a phase that develops a RECREATION FEATURE on the acquired property must be open to the public before the end of the GRANT PERFORMANCE PERIOD.

Pages 5-6 list examples of RECREATION FEATURES and MAJOR SUPPORT AMENITIES.

Directions for establishing the GRANT SCOPE:

Use the following phrases to describe the type of work for each RECREATION FEATURE and MAJOR SUPPORT AMENITY:

- “Acquire approximately _____” (provide acreage and associated parcel numbers that will be acquired). See definition of ACQUISITION on page 70.
- “Construct a new _____” (identify the new RECREATION FEATURE or MAJOR SUPPORT AMENITY that does not currently exist). Add “with lighting” if applicable.
- “Renovate a _____” (identify the existing RECREATION FEATURE or MAJOR SUPPORT AMENITY). See definition of RENOVATION on page 75. Add “with new lighting” if applicable.

If lighting or landscaping (more than \$50,000) will be installed throughout the PARK and is not specific to a RECREATION FEATURE or MAJOR SUPPORT AMENITY use these phrases:

- “Construct new lighting throughout the park.”
- “Construct new landscaping throughout the park.”

Do NOT list MINOR SUPPORT AMENITIES in the Grant Scope/Cost Estimate Form.

MINOR SUPPORT AMENITIES such as signs, benches, tables, drinking fountains, or fixed bike racks and trash receptacles are commonly understood to be associated with a RECREATION FEATURE.

Fold the cost of a MINOR SUPPORT AMENITY into the cost of its related RECREATION FEATURE. For example: The GRANT SCOPE is “construction of a new playground”. The GRANTEE will have the flexibility to construct or not construct a MINOR SUPPORT AMENITY for the playground such as a bench, a sign, and a drinking fountain. The costs of a MINOR SUPPORT AMENITY will be accepted as part of the construction of the new playground. The construction of the new playground is the expected GRANT SCOPE deliverable for PROJECT COMPLETION.

2. Providing a Cost Estimate on the Grant Scope/Cost Estimate Form.

See the ELIGIBLE COSTS charts starting on page 52 before creating a cost estimate.

- Provide the concept level estimated cost for each RECREATION FEATURE and MAJOR SUPPORT AMENITY described in the Grant Scope/Cost Estimate Form. The estimated TOTAL PROJECT COST on the Grant Scope/Cost Estimate Form must equal the estimated TOTAL PROJECT COST listed on the Application Form.
- If there is an agreement for CONSERVATION CORPS services (Criterion #5C, pages 24, 51), the costs must be built into the lump-sum cost estimate; do not include as a separate line item in the Grant Scope/Cost Estimate Form.
- No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs.
- OGALS understands that actual costs may change during the course of a PROJECT. In most cases, a revised Grant Scope/Cost Estimate Form is not required when estimated costs fluctuate during the PROJECT. Contingency for costs can be built into the lump-sum cost estimate; do not include as a separate line item in the Grant Scope/Cost Estimate Form. The GRANT ADMINISTRATION GUIDE explains how actual costs are documented and charged to the GRANT.
- As a reminder, for APPLICATION purposes, limit the PROJECT to what can be completed and open to the public at least three months before the end of the GRANT PERFORMANCE PERIOD. TOTAL PROJECT COSTS are costs incurred by the GRANT plus COMMITTED FUNDS only during the GRANT PERFORMANCE PERIOD. Do not include costs for future phases.

Each RECREATION FEATURE and MAJOR SUPPORT AMENITY listed in the GRANT SCOPE, and their related paths of travel from parking lots and roadsides, must be designed to accommodate persons with disabilities per compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.). Account for this when preparing your GRANT SCOPE/Cost Estimate.

GRANT SCOPE/COST ESTIMATE FORM

Follow the directions starting on page 37

GRANT SCOPE ITEMS	ESTIMATED COST
ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost	
DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	\$
Total Estimated PRE-CONSTRUCTION COST (B)	\$
TOTAL PROJECT COST (A+B)	\$
Requested GRANT Amount	\$
Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	\$

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables; all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 52 before creating a cost estimate.

AUTHORIZED REPRESENTATIVE Signature

Date

FUNDING SOURCES FORM (CHECKLIST #6)

- Use the Funding Source Form to identify each funding source by name and amount.
- Note if the source is state, local city or county, federal, or private.
- If the source is a loan, identify the type of loan. Please be mindful of Grant Contract Provision N:

N. Use of Grant Monies (language below copied from Grant Contract Provisions)

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

- Provide a commitment date for each funding source indicating when it was committed to the PROJECT. All additional funds must be secured within four months of the APPLICATION deadline. See the definition for COMMITTED FUNDS.
- If the funding sources change during the course of the PROJECT, a revised form is required within 30 days.
- The TOTAL PROJECT COST listed at the bottom of this form must equal the estimated TOTAL PROJECT COST listed on the Application Form and at the bottom of the GRANT SCOPE/Cost Estimate Form.

FUNDING SOURCES FORM

Funding Source	Date COMMITTED	Amount
Statewide Park Program GRANT Request	TBD	\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Grand Total All Funding Sources (Estimated TOTAL PROJECT COST)		\$

The APPLICANT understands that the PROJECT cannot be funded unless the requested GRANT equals the estimated cost needed to complete the PROJECT, or, the requested GRANT plus the total amount of additional COMMITTED FUNDS equals the estimated cost of the PROJECT. If the GRANT is awarded, there will be no need for additional fundraising. The PROJECT must be completed and open to the public before final GRANT payment is processed. If funding sources change from the time of APPLICATION until PROJECT COMPLETION, the APPLICANT understands this form must be updated within 30 days.

AUTHORIZED REPRESENTATIVE Signature

Date _____

PROJECT TIMELINE FORM (CHECKLIST #7)

The 2018 Bond Act/Proposition 68 Public Resources Code §80050 (c) requires a “rigorous prequalification process to determine the capacity of a potential grant recipient to...implement the project in a timely manner.”

The purpose of this “Project Timeline” requirement is to encourage APPLICANTS to discuss the PROJECT and create a timeline with each agency that will have approval responsibilities. For example: If another agency is responsible for approving a construction permit, the estimated time period for obtaining the permit, along with the agency’s name and a representative’s contact information, should be included in the schedule.

- Add any additional task requirements that are necessary to complete the PROJECT.
- For each task, identify the agency contact who reviewed the schedule and agreed that “the estimated time period set aside to complete the task is reasonable, absent any unforeseen circumstances”. If an item is already complete with no issues, the right two columns can state “Item Complete”.
- Not all tasks in the form are required to be complete by the time of application; however, the form serves as evidence that APPLICANTS are aware of potential time periods for all PROJECT tasks.

Format Notes:

A different format may be used to expand the width of each column, and larger sized paper up to 11x17 may be used. However, the following columns must remain in the same order:

- “Tasks”
- “Start Date Month/Year”
- “End Date Month/Year”
- “Lead Agency...contact information”
- “Notes about potential delays/issues”

As stated in the top left corner of the Form, the list of tasks may be adjusted or reorganized based on each unique PROJECT.

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
PROJECT TIMELINE FORM

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
1. Appraisal and Purchase Agreement (for ACQUISITION)				
2. Close of escrow (for ACQUISITION)				
3. Schematic/concept level design with community-based planning and ADA (Americans with Disabilities Act) considerations				
4. Site risk assessment for possible contaminants and other complications				
5. CEQA for the construction scope				
6. Engineer cost estimate				
7. Consultation with CONSERVATION CORPS to consider feasibility				
8. Construction Documents (final design includes the community based planning results)				
9. Construction Permits				
10. Other permits (Note if Department of Toxic Substances Control, Division of the State Architect, US Army Corps of Engineers, or other regulatory permits as				

PROJECT TIMELINE FORM (CHECKLIST #7)

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT .	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
applicable to site, are required)				
11. Construction Bid Package Preparation/start Bid Process				
12. Bid Approval for Construction				
13. Environmental cleanup/remediation				
14. Construction Period				
15. Grand Opening/completed for public use with grant completion package (three months before the end of the GRANT PERFORMANCE PERIOD).				
16. Thirty years of operation and maintenance for public use.				Thirty years beginning with APPROPRIATION DATE

I certify that the above timeline has been created with input from each agency contact listed in the right column above. The agency contacts for each milestone above have reviewed the project concept, including its location and scope, and represent that the time period estimated for the step “*is reasonable absent any unforeseen circumstances*”.

AUTHORIZED REPRESENTATIVE Signature

Date

APPLICANT CAPACITY (CHECKLIST #8)

The 2018 Bond Act/Proposition 68 Public Resources Code §80050 (c) requires a “rigorous prequalification process to determine the fiscal and operational capacity of a potential grant recipient...”

The purpose of this requirement is to evaluate the APPLICANT’S capacity to achieve PROJECT COMPLETION as well as 30 years of adequate operation and maintenance.

OGALS analyzes the APPLICANT’S experience or capacity for PROJECT COMPLETION and long-term operation and maintenance based on the PROJECT’S design as well as previous grant and operational experience. Using this example, if the PROJECT is a \$3 million NEW PARK with long-term operation and maintenance costs that are low, OGALS may have fewer questions for an APPLICANT with less experience or capacity. If the PROJECT will build higher operation and maintenance cost facilities, and the APPLICANT has less experience or capacity, OGALS may ask additional questions about revenue sources.

OGALS recommends that APPLICANTS consider the projected monthly/annual operation and maintenance costs. These costs include, but are not limited to, water and energy utilities, staffing, repairs, etc. The projected annual cost compared to projected long term funding sources for operation and maintenance must be considered. Another entity can provide operation and maintenance services. However, the CONTRACT requires the GRANTEE to ensure the park is operated and maintained and open to the public.

Provide a response to the following:

1. Describe up to three park or other construction projects completed by the APPLICANT. Include:
 - project address
 - scope of work
 - total project cost
 - funding sources
 - start date, and date of completion
2. Provide an operation and maintenance budget breakdown (chart) showing the monthly and annual total expected cost to operate and maintain this proposed PROJECT (include utilities, routine repairs/upkeep, and staffing costs in the chart).
3. What are the planned funding sources to operate and maintain the proposed PROJECT?
4. Provide the weblink for a list of PARKS and facilities the APPLICANT currently oversees. If a website is not available, please provide the list in this response. OGALS may visit some of the APPLICANT’S PARKS to review the level of ongoing operation and maintenance.

CEQA COMPLIANCE (CHECKLIST #9)

“CEQA” is the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA law establishes policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of an entity’s proposed PROJECT. For more information see opr.ca.gov/ceqa/.

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

Required CEQA documentation:

1. CEQA Compliance Certification Form.
2. Copy of the Notice of Exemption or the Notice of Determination that has been filed or stamped by the County Clerk.

Development Only Projects

The CEQA compliance documentation listed above demonstrates project readiness at the time of APPLICATION. If CEQA is not complete at the time of APPLICATION or submitted within three months of the APPLICATION due date, the project may not be considered for funding. OGALS may ask for updates and documents showing progress to determine if the CEQA analysis is near completion.

The CEQA compliance documentation must give environmental clearance for the actual construction of the PROJECT.

Acquisition and Development Combination Projects

For ACQUISITION and DEVELOPMENT combination projects, OGALS recognizes that APPLICANTS often cannot conduct the CEQA analysis for the construction phase until after the property is acquired. In these situations, CEQA compliance at the time of APPLICATION may be for the ACQUISITION phase only. Items 1-2 above are required. CEQA compliance for the PROJECT construction must be complete within six months of escrow closure. Be mindful of the GRANT PERFORMANCE PERIOD that includes completion of both ACQUISITION and DEVELOPMENT phases.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

Grantee: _____

Project Name: _____

Project Address: _____

Is the CEQA analysis complete? ☐ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

(check one)

Date complete/expected to be completed

☐ Notice of Exemption (attach recorded copy if filed) _____

☐ Notice of Determination (attach recorded copy if filed) _____

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information

Agency Name: _____

Contact Person: _____

Mailing Address: _____

Phone: (____) _____ Email: _____

Certification

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

PROJECT SITE OWNERSHIP, ACQUISITION, OR LEASE (CHECKLIST #10)

The purpose of this requirement is to ensure the APPLICANT will have SITE CONTROL that allows for PROJECT COMPLETION. PROJECTS may involve multiple parcels of land. For example: An APPLICANT may own part of the PROJECT SITE, and is proposing to acquire an ADJACENT parcel of land. More than one of the following scenarios may apply. Provide the applicable item(s) below to show how the APPLICANT proposes to have SITE CONTROL over the entire PROJECT SITE:

- The land is already owned by the APPLICANT. **Provide #1 below.**
- The land is not owned by the APPLICANT. The APPLICANT is proposing an ACQUISITION to become the land owner. **Provide #2 below.**
- The land is not owned by the APPLICANT. The APPLICANT will have a lease agreement with the land owner (school district, utility land owners, etc.). **Provide #3 below.**
- The land is not owned by the APPLICANT. The APPLICANT will do a “TURN-KEY” where it completes the PROJECT then transfers Operation and Maintenance requirements to an eligible grant land owner with approval from OGALS. **Provide #4 below.**

1. If the PROJECT site is owned in fee simple by the APPLICANT:

- Provide a copy of the deed, or deed recordation number, or title report, or current county assessor’s parcel map showing the APPLICANT owns the land.

2. If the APPLICANT is proposing an ACQUISITION to become the land owner:

- Provide a county assessor’s parcel map showing the parcel(s) to be acquired that match the parcel numbers listed on the Grant Scope/Cost Estimate Form.
- Provide a letter from the land owner(s) indicating the intent to sell the property subject to grant award. The letter does not need to include legally binding language. Or, provide a document indicating the land is publicly for sale.

ACQUISITION of land from a willing seller is eligible for reimbursement. ACQUISITION costs associated with condemnation or eminent domain are not eligible for reimbursement.

The land’s sale price may be up to, but cannot exceed, fair market value. State funds may not be used in part or whole to acquire property above fair market value. If OGALS intends to award the GRANT, and before the GRANT contract will be issued, OGALS will require an appraisal and a written concurrence of the appraisal by an independent third party Certified General (AG) appraiser. orea.ca.gov provides a list of AG appraisers.

The Eligible Costs Chart on page 52 includes appraisals. Appraisal costs incurred during the GRANT PERFORMANCE PERIOD can be reimbursed.

3 and 4. See “Lease Agreement and TURN-KEY Agreements” at parks.ca.gov/spp.

- These types of agreements are for PROJECTS where the land will not be owned by the APPLICANT. The land must be owned by a public agency or utility and the agreement must be approved by DPR.

CONCEPT LEVEL SITE PLAN (CHECKLIST #11) TO PHOTOS AND COPYRIGHT LICENSE AGREEMENT (CHECKLIST #12)

CONCEPT LEVEL SITE PLAN (CHECKLIST #11)

- Provide a drawing showing where the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the Grant Scope/Cost Estimate Form will be located in the park.
- If the GRANT scope includes construction of a building(s)
 - Identify the proposed percentage of indoor versus outdoor space; no more than 50% of the overall PARK can be designated for indoor use through the PROJECT.
 - Identify the total square footage of the building and note the function and approximate square footage of each space designated for recreation. For community centers that are proposed for SPP grant funding, at least 75% of the building's square footage must be designed for recreation. Lobby areas, hallways, meeting rooms, office space, storage, and restrooms do not count as square footage designed for recreation.

PHOTOS AND COPYRIGHT LICENSE AGREEMENT (CHECKLIST #12)

In addition to giving reviewers a better understanding of the PROJECT SITE and community, items 1 through 4 below may be used to report the “before and after” accomplishments of GRANTEES.

Project Site Photos

1. Provide up to four 8 ½” x 11” sheets with photos of the PROJECT SITE and its surrounding area. Include captions to orientate the reviewer. Please include at least one panoramic photo that captures as much of the PROJECT SITE as possible with a background point of reference for potential “before and after” photos.

Community Based Planning Photos (preferred) and Video Clips (optional)

2. Provide up to four 8 ½” x 11” sheets with photos of various Community Based Planning MEETINGS per Project Selection Criteria 4 on page 20.
 - a. Photos of RESIDENTS actively providing ideas are preferred. The photos do not need to include every RESIDENT that participated. Include a caption that provides the date and location of the MEETING.
 - b. Optional: Video highlights of the MEETINGS or interviews with RESIDENTS. If video highlights are included, please use at least 1080p resolution. Please limit the total highlights to 5 minutes or less on the same flash drive with photos. Video filming at the project site is preferred. The video highlights may be featured in a statewide documentary about SPP. As a reminder, video footage is only optional.
3. Include a flash drive of the same PROJECT SITE and Community Based Planning photos. High-quality resolution is recommended such as 2048 x 1536 pixels. OGALS may highlight awarded projects at [ParksforCalifornia.org](https://parksforcalifornia.org).
4. Provide one signed Copyright License Agreement (see next page) from the APPLICANT that will cover all photos or video footage.

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

COPYRIGHT LICENSE AGREEMENT

COPYRIGHT REGISTRATION NO.

ITEM DESCRIPTION

hereafter called the "Material," a copy of which is attached hereto as Exhibit "A".

I, _____, am the creator of, and/or have acquired the intellectual property rights to the Material, and hereby warrant that I have the authority to issue this license and to authorize and release the Material for use by the California Department of Parks and Recreation (the "Department") and its designated agents. I understand that the Department wants to use and reuse the Material, as the Department deems appropriate.

I hereby grant to the Department an unrestricted, fully paid up, world wide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works, publicly display and perform the Material, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. This right includes, but is not limited to, the right to copy, publish, distribute, alter and publicly display the Material for education, interpretation, advertising and other purposes consistent with the mission of the Department.

I understand that I will not receive any money for this license agreement, or for any use described above. I understand that I will retain the copyrights to the Material, but hereby grant an unrestricted license to the Department.

I release and discharge Department from any and all claims and demands arising out of, or in connection with any use of the Material, including but not limited to, any and all claims of libel, moral rights and invasion of privacy, and/or any claims under the Visual Artists Rights Act. I realize that I cannot withdraw my consent after I sign this form and I realize this form is binding on me and my heirs, legal representatives and assigns.

I am at least 18 years of age and have the right, ability and authority to enter this binding license agreement.

AGREED AND ACCEPTED

BY ▷		DATE	BY ▷		DATE
PRINTED NAME OF PERSON SIGNING			PRINTED NAME OF PERSON SIGNING		
ADDRESS			TITLE	DISTRICT/SECTION	
CITY/STATE/ZIP CODE			State of California Department of Parks and Recreation		
PHONE NO.	EMAIL		PHONE NO.	EMAIL	

DPR 992A (New 3/2003)(Excel 3/28/2003)

PROJECT LOCATION MAP(S) (CHECKLIST #13) TO CONSERVATION CORPS CONSULTATION PROCESS (CHECKLIST #15)

PROJECT LOCATION MAP(S) (CHECKLIST #13)

- Provide a map showing highway and street access to the PROJECT SITE.
- Ensure the PROJECT SITE is clearly shown on the map.

NON-PROFIT REQUIREMENTS (CHECKLIST #14)

Only for non-profit organization applicants

Please provide items 1-2 below:

1. Letter of Determination from the Internal Revenue Service indicating current 501(c)(3) status
2. First two pages of the NON-PROFIT'S most recently filed federal 990 forms

The following are not required in the APPLICATION. OGALS reserves the right to request the following four items at any time during the review process:

- Articles of Incorporation
- Mission Statement
- Income statement showing revenue and expenditure projections for the next calendar or fiscal year
- Balance sheet showing assets and liabilities for most recent Fiscal Year

CONSERVATION CORPS CONSULTATION PROCESS (CHECKLIST #15)

Public Resources Code Section 80016 states "To the extent feasible, a project whose application includes the use of services of the California Conservation Corps or certified community conservation corps, as defined in Section 14507.5, shall be given preference for receipt of a grant under this division."

The California Conservation Corps (CCC) and the California Association of Local Conservation Corps (CALCC) developed this consultation process:

1. Applicants are encouraged to reach out to both the CCC and CALCC as early as possible before the APPLICATION deadline to obtain the required "Proposition 68 Corps Consultation Review Document." The document and guidance can be provided by the contacts below.
2. Email the "Proposition 68 Corps Consultation Review Document" to both the CCC and CALCC emails below.
3. After completing their consultation process, provide the "Corps Consultation Review Document" in this APPLICATION submittal.
4. The response to Project Selection Criteria #5.C will also describe the agreed services and cost estimate, if applicable.

Consultation Contacts:

- California Conservation Corps Consultation Email: Prop68@ccc.ca.gov
Phone: (916) 341-3272
- California Association of Local Conservation Corps Consultation
Email: Inquiry@Prop68CommunityCorps.org Phone: (916) 426-9170 x4

III. Eligible Costs

This section provides rules and examples of ELIGIBLE COSTS for ACQUISITION and DEVELOPMENT.

ACQUISITION Costs

The following chart provides examples of ELIGIBLE COSTS for ACQUISITION.

ACQUISITION COSTS (Up to 100% of GRANT Amount)	EXAMPLES
Purchase price of the property and other activities necessary to complete the ACQUISITION.	<ul style="list-style-type: none"> ● Appraisals, surveys ● Preliminary title reports ● Title insurance fees ● Escrow fees and purchase price ● Relocation costs: costs resulting in displacement of tenants (not willing sellers or GRANTEES) pursuant to Government Code §§7260 – 7277. <ul style="list-style-type: none"> ● If the GRANT is not paying for relocation costs, the GRANTEE must ensure that the willing seller is paying displaced tenants in compliance with Government Code §§7260 – 7277. ● Employee services: see accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE. ● PROJECT/GRANT administration and accounting

DEVELOPMENT Costs

DEVELOPMENT includes PRE-CONSTRUCTION COSTS and CONSTRUCTION COSTS.

PRE-CONSTRUCTION is the phase that includes planning, design, construction documents, and permits necessary before construction can begin. No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION COSTS.

For the purpose of the GRANT, PRE-CONSTRUCTION COSTS occur:

- during the planning, design, and permit phase of the PROJECT, before construction can begin, and
- end when ground-breaking construction activities such as site preparation, grading, or gutting begins.

CONSTRUCTION COSTS start when:

- ground-breaking construction activities such as site preparation, grading, or gutting begins after the necessary PRE-CONSTRUCTION phase has concluded.

PRE-CONSTRUCTION AND CONSTRUCTION COSTS

The following charts provide examples of ELIGIBLE COSTS for PRE-CONSTRUCTION and CONSTRUCTION COSTS.

PRE-CONSTRUCTION COSTS (Maximum 25% of GRANT amount)	ELIGIBLE COSTS EXAMPLES
Costs incurred during the planning, design, and permit phase of the project, <u>before</u> construction begins.	<ul style="list-style-type: none"> ● Community based planning MEETINGS/focus groups/design workshop costs. May include multi-lingual translation, materials etc. ● Plans, specifications, construction documents, and cost estimates ● Permits ● CEQA ● SITES Certification or LEED Certification ● Premiums on hazard and liability insurance to cover personnel or property ● Fidelity bond premium cost ● Bid packages ● Employee services: see accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE. ● PROJECT/GRANT administration (excluding grant writing) and accounting.

CONSTRUCTION COSTS (Up to 100% of GRANT Amount)	ELIGIBLE COSTS EXAMPLES
Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.	<ul style="list-style-type: none"> ● Site preparation, grading, gutting, demolition ● Foundation work ● Purchase and installation of permanent equipment: playground equipment, benches, signs, display boards, sounds systems, video equipment, etc. ● Construction supplies and materials: may be drawn from central stock if claimed costs are no

<p>Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.</p>	<p>higher than supplies or materials purchased elsewhere.</p> <ul style="list-style-type: none"> ● Construction equipment owned by GRANTEE: equipment owned by the grantee may be charged to the grant for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor. ● Construction equipment rented or purchased by GRANTEE: equipment may be rented or purchased, whichever is the most economical use of GRANT funds. For purchased equipment, the GRANT will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the GRANT SCOPE. (Rental rates published by the California Department of Transportation may be used as a guide.) The GRANT will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT. ● Construction management: including site inspections, scheduling mobilization, directing equipment, materials, and construction personnel. ● Employee services: see accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE. ● PROJECT/GRANT administration and accounting ● Miscellaneous costs: other costs incurred during the construction phase, such as transporting materials, equipment, personnel, communications and landscape establishment periods.
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INELIGIBLE COSTS

INELIGIBLE COSTS	EXAMPLES OF INELIGIBLE COSTS
Cannot be charged to the GRANT	<ul style="list-style-type: none"> ● Outside PARK/PROJECT SITE boundaries: streets, traffic lights, or other infrastructure not located within the PARK/PROJECT SITE. ● Outside the GRANT PERFORMANCE PERIOD: costs incurred before or after the GRANT PERFORMANCE PERIOD. ● Projects imposed on an APPLICANT through legal mitigation ● Indirect costs: overhead business expenses <u>of the GRANTEE'S fixed or ordinary operating costs:</u> (rent, mortgage payments, property taxes, utilities, office supplies). ● Fundraising ● Food ● Grant Writing ● Operation and Maintenance, moveable equipment ● Record keeping discrepancies <ul style="list-style-type: none"> ● Charging employee services without documentation of actual time spent on the project ● Lack of source documents (no evidence of invoices, bid process, payment receipts, etc.) ● See GRANT ADMINISTRATION GUIDE'S "Accounting Requirements" for additional guidance

IV. Appendices

TECHNICAL ASSISTANCE FOR APPLICANTS

This page summarizes the assistance available to APPLICANTS.

To ensure a fair process, OGALS' SPP experts will provide all APPLICANTS with correct and consistent guidance.

OGALS' SPP experts have experience gained through reviewing 900 statewide applications requesting \$2.9 billion through ROUNDS One and Two.

All statewide APPLICANTS are encouraged to access the following:

Application Workshops by OGALS

For each ROUND, over fifteen Application Workshops will be offered throughout California. OGALS' SPP experts will give a page-by-page review of this Application Guide. The workshops are in-person and are highly interactive. Questions are encouraged to promote an exchange of ideas.

Access to Program Experts

OGALS' SPP experts will strive to give outstanding customer service to all APPLICANTS. APPLICANTS are encouraged to call, email, or schedule in-person meetings when guidance is needed. A list of OGALS' SPP experts will be available at parks.ca.gov/spp.

Assistance with Incomplete Application Documents

OGALS may contact APPLICANTS to explain what corrections are needed. OGALS does not automatically disqualify an APPLICATION if a document is incomplete or needs a correction with the exception of the Project Selection Criteria.

OGALS' SPP experts can also preview documents before the APPLICATION deadline.

Strengths and Weaknesses

APPLICANTS that do not receive a grant award can get "strengths and weaknesses" feedback based on the Project Selection Criteria at the end of the ROUND. This feedback may be useful to APPLICANTS if another ROUND of funding is available.

Grant Administration Workshop

APPLICANTS who receive a grant award will attend a mandatory GRANT administration workshop. During the workshop, OGALS and DPR auditors will provide an in-depth review of the GRANT ADMINISTRATION GUIDE that explains the requirements and forms necessary for administration. OGALS staff are also available to answer administrative questions through PROJECT COMPLETION.

PROJECT SELECTION CRITERIA GUIDANCE

This section gives technical assistance for Project Selection Criteria 1 through 9 found on pages 15 to 31.

PROJECT SELECTION CRITERION 1 {CRITICAL LACK OF PARK SPACE} ON PAGE 15

and

PROJECT SELECTION CRITERION 2 {SIGNIFICANT POVERTY} ON PAGE 16

The FactFinder Handbook at parks.ca.gov/spp includes visual examples and tips to select a competitive origin of the half-mile radius.

The APPLICANT may choose any point in or on the boundary of the proposed PROJECT SITE to locate the origin of the half-mile radius.

The use of the half-mile radius helps steer APPLICANTS towards placing projects in areas that best meet the program's highest priority. The FactFinder's half-mile radius uniformly quantifies the ratio of PARK SPACE per 1,000 residents, number of residents below poverty, and median household income in PROXIMITY to projects using consistent data available statewide.

If the radius were larger, it could encompass higher income areas, or greater PARK acreage areas, which would disadvantage or disqualify many statewide APPLICATIONS.

- It is understood that some PROJECTS may attract visitors who live outside the half-mile radius and are able to travel from greater distances to the proposed PROJECT SITE. This may be described in Project Selection Criteria 9(A and B) on page 31.
- Describe CHALLENGES not captured by the FactFinder in Criteria 9(A) on page 31.

For the APPLICATION to be eligible, the community within PROXIMITY of the PROJECT SITE must meet one of the following conditions based on the Community FactFinder Report:

- Has a ratio of less than 3 acres of PARK SPACE per 1,000 residents.
- OR
- Has a median household income lower than \$51,026, (80% of the statewide average) which means it is a disadvantaged community as defined by subdivision (g) of §75005 of the Public Resources Code. See Project Selection Criteria 2(A).

Only one of the above conditions must be met for the APPLICATION to be eligible. Both are not required.

Proposition 68 (2018 Bond Act) §80008(a)(1) requires that at least \$130,055,000 of the \$650,275,000 is allocated to projects in severely disadvantaged communities with a median household income below \$38,270 (60% of the statewide average).

PROJECT SELECTION CRITERION 3 {TYPE OF PROJECT} ON PAGE 18

For the APPLICATION to be eligible, the proposed PROJECT must create at least one NEW RECREATION OPPORTUNITY.

NEW PARKS

- Qualifies as a NEW PARK: Land zoned or designated to become a PARK, but not yet developed and open to the public prior to the current ROUND'S SPP APPLICATION due date.
- Does not qualify as a NEW PARK: Land developed and open to the public as a PARK or ADJACENT to an EXISTING PARK before the SPP APPLICATION due date. If there is an EXISTING PARK next to or across the street from the project, regardless of which agency owns the EXISTING PARK, the project will qualify as an EXPANSION.
- In built-out communities, a NEW PARK can be created by acquiring and demolishing a blighted building. Or, a street can be vacated and permanently redeveloped into a PARK.

EXPAND EXISTING PARKS

- To EXPAND an EXISTING PARK, the PROJECT will acquire or develop land that is currently not part of the ADJACENT EXISTING PARK boundary. This includes adding new acreage of PARK SPACE that is easily accessible next to or across the street from an EXISTING PARK, regardless of which agency owns the EXISTING PARK.
- If a project will EXPAND an EXISTING PARK, the APPLICANT has the option but is not required to also improve the EXISTING PARK area. The APPLICATION will qualify and score as 'Expand an Existing Park' for this criterion.

RENOVATE EXISTING PARKS

- The PROJECT must add or RENOVATE a RECREATION FEATURE. Examples of RECREATION FEATURES are listed on page 5.

Including a community center or gymnasium building in NEW, EXPANDED, or EXISTING PARKS:

- If the PROJECT will create a new community center or gymnasium building, or increase square footage of an existing recreation building, at least half of the entire PARK must be designated for outdoor recreation and open space.
- The intent of this program is to create, EXPAND, or improve PARKS. Community centers not in, or ADJACENT to a PARK, are ineligible.
 - Improving an existing community center that is not in a PARK is ineligible.
 - The construction of a new community center that is not part of a new PARK, or next to an EXISTING PARK, or in an EXISTING PARK, is ineligible.
- Community centers and gymnasium buildings are eligible as long as they are related to a PARK.

PROJECT SELECTION CRITERION 4(A) {COMMUNITY BASED PLANNING} ON PAGE 20

Effective, highly used and safe PARKS are designed using significant community input. APPLICANTS are encouraged to partner with community based organizations that can help engage the RESIDENTS during the community based planning MEETINGS.

The purpose of having meetings is to promote a group dynamic, with participants building upon the ideas of one another. Engaging and interactive group discussions can lead to a more in-depth understanding of what the RESIDENTS need.

A survey may be used during the process, but a survey by itself is not a MEETING.

Different types of creative MEETINGS can be used for PARK planning and DESIGN, such as:

- Focus groups
- DESIGN workshops
- PARK DESIGN activities with students at the schools nearest to the PROJECT

Schedule convenient locations and times for the RESIDENTS using cost effective approaches, such as:

1. MEETING locations preferably within walking distance for the RESIDENTS, such as “sidewalk meetings” at the proposed PROJECT SITE. APPLICANTS or a partnering community group can set up a banner, easels, and tables on a Saturday morning and knock door-to-door inviting residents to join neighbors and discuss PARK DESIGN ideas. In addition to meetings at the PROJECT SITE, neighborhood/community based organizations and schools may let you use their meeting space.
2. Have MEETINGS where RESIDENTS will already be present. For example, facilitate MEETINGS with students in their classes or add to the agendas of neighborhood/community based organization MEETINGS where RESIDENTS will be available. Use community festivals, cook-outs, and other events that attract RESIDENTS.
3. Schedule multiple MEETINGS to accommodate RESIDENTS with different employment and family schedules, including weekend or evening hours.

It is recognized that in some cases the PROJECT may be driven by a general or park master plan process. Meetings may have occurred years ago. If a potential project concept is driven by a previous plan, the applicant should take the plan design and ground-truth it with the current RESIDENTS following goals 1-3 on page 23 in order to obtain maximum points. Some parts of goals 1-3 may lead to design enhancements.

PROJECT SELECTION CRITERIA 4(B) {COMMUNITY BASED PLANNING} ON PAGE 21

Inviting the RESIDENTS is an important factor for attendance. If they do not know about the MEETINGS, they will not come. Involving a BROAD REPRESENTATION of RESIDENTS to DESIGN the PARK ensures that it will meet the diverse needs of the community.

- Different types of methods can be used to invite and encourage RESIDENTS to participate. Each of the following examples would count as one method:
 1. Providing incentives to attend is a technique that agencies have used to increase turnout. Make the incentives clear in the invitations.
 2. Partner with community leaders and organizations to assist with outreach.
 3. Post flyers in high foot traffic areas such as bus stops, major intersections, stores, schools, community centers, and libraries. Provide invitations and meeting materials in predominantly-spoken languages in the community. If needed, have an interpreter present at meetings.
 4. Door-to-door in-person invitations.
 5. Mail invitations that may include surveys (same language idea noted above).
 6. Notices distributed at local schools.
 7. Scheduling one or more MEETINGS where RESIDENTS will already be present counts as one method for inviting RESIDENTS.
- The cumulative effect of the MEETINGS should result in a BROAD REPRESENTATION of residents. For example, meeting with youth at a school, seniors at a center, or parents at a PTA meeting may not get you a BROAD REPRESENTATION in each meeting, but when each meeting is added with others, the combination does.

PROJECT SELECTION CRITERIA 4(C) {COMMUNITY BASED PLANNING} ON PAGE 22

Structure the MEETINGS following the minimum goals of Criteria 4(c) starting on page 22.

- Goal 1 is for the RESIDENTS to select their RECREATION FEATURE(S). See the 3 point scoring description on page 23. Keep in mind that “not limited to a few predetermined options presented by the APPLICANT” means the RESIDENTS were given a blank slate as a starting point.
- Using easels or other means for the RESIDENTS to provide visuals (e.g. sketches) of their ideas is an effective way to enable the RESIDENTS to DESIGN the PARK. Engage children at the meetings by providing them with pictures, stickers and art materials or other tools to articulate ideas. Some children may also add to group discussions.
- For Goal 2, RESIDENTS will often have practical ideas about locating features. For example, a parent may suggest playgrounds further away from streets or near spectator bleachers.
- For Goal 3, public art or beautification ideas can link with Criteria 5 and 9(B).
- To help the RESIDENTS prioritize the selection of their preferred RECREATION FEATURE(S), make budget limitations and projections clear to RESIDENTS. The MEETINGS will take place before the APPLICATION is sent to OGALS. Make it clear to RESIDENTS that this program may be highly competitive, funding is not guaranteed, and be prepared to discuss other options.
- The community based planning process can also be used to obtain RESIDENTS’ input on the topics detailed in Criteria 5 through 9.
- 4(c) Eligibility Criteria – Community Based Planning for Safe Public Use
 - For the APPLICATION to be eligible, the proposed PROJECT DESIGN must include RESIDENTS’ ideas to ensure safe public use. See Goal 3 described above.

PROJECT SELECTION CRITERION 5 {EMPLOYMENT OR VOLUNTEER OPPORTUNITIES} ON PAGE 24

Resident Employment or Volunteers

This criterion encourages and is designed to give RESIDENTS a sense of “ownership” to increase the use, safety, and care for their PARK. The criterion also provides opportunities to help build resumes for career pathways.

A combination, or just one, of these meaningful examples can be used to benefit at least twenty RESIDENTS and/or CORPSMEMBERS to obtain the 3 points:

- Outreach to RESIDENTS during community based planning (youth leadership and community organizing)
- MEETINGS assistance
- Plant trees in the PARK
- Make art tiles and add them to walls or walkways in the PARK
- Paint murals or install mosaics
- Training for RESIDENTS provided by contractors
- Create a community garden
- Create or restore natural habitat
- Other employment or volunteer OUTDOOR LEARNING OPPORTUNITIES with designing, landscaping, or constructing the park.

For example, 5 youth taught to lead community based planning, landscaping by 5 CORPSMEMBERS, and 10 RESIDENTS creating public art reaches the goal of benefiting 20 RESIDENTS and/or CORPSMEMBERS.

The employment or volunteer opportunities must occur by PROJECT COMPLETION. (Not long term operation/programs after PROJECT COMPLETION.)

CONSERVATION CORPS Consultation Process

Use of the Corps Consultation Process is voluntary; however, to receive the 3 points, APPLICANTS must follow the “Corps Consultation Process for Proposition 68” established by the California Conservation Corps (CCC) and California Association of Local Conservation Corps (CALCC).

Use the instructions on page 51, Checklist Item 15. It is recommended that consultation begin more than one month prior to the APPLICATION deadline.

If either the CCC or CALCC offers to work on the PROJECT, but the APPLICANT does not agree to use any of the CONSERVATION CORPS’ offered services, 0 points will be awarded. Prop 68 Public Resources Code §80016 gives preference to PROJECTS that include use of CONSERVATION CORPS services.

PROJECT SELECTION CRITERION 6 {PARTNERSHIPS OR COMMITTED FUNDING} ON PAGE 26

The 2018 Bond Act (Proposition 68) Public Resources Code §80001 (a)(5)) declared “The California Center for Public Health Advocacy estimates that inactivity and obesity cost California over forty billion dollars annually through increased health care costs and lost productivity due to obesity-related illnesses, and [investments in infrastructure improvements to promote physical activity] would result in significant savings.”

Partnerships involving the HEALTH sector are encouraged. California’s Statewide Comprehensive Outdoor Recreation Plan (SCORP) has identified Park and HEALTH ORGANIZATIONS as having mutual goals for using recreation to improve HEALTH and wellness. ParksforCalifornia.org.

“HEALTH ORGANIZATION” is broadly defined to mean a government, foundation or community-based organization, or private entity with a primary mission of promoting community design principles supporting physical activity, active transportation, social and mental wellness, nutrition, housing-related anti-displacement strategies, and a thriving environment.

To form new partnerships with the HEALTH sector, APPLICANTS may want to consider local health departments, health insurance companies or local hospitals and clinics, NON-PROFIT health advocates or community-based organizations, and even statewide or national health foundations.

Public Resources Code §80001(b)(2) gives priority to PROJECTS that “*leverage private, federal, or local funding or produce the greatest benefit.*” PROJECTS that “*produce the greatest benefit*” are prioritized through a statewide analysis of all Project Selection Criteria 1 through 9 responses.

There is no point advantage for greater amounts of COMMITTED FUNDS. Cash contributions are not required to receive the maximum 3 points.

Partners can donate volunteer services or materials without a cash contribution. For example: a partner assisting with outreach and MEETINGS with RESIDENTS (see Criterion #4 Technical Assistance) can count as one point, a partner contributing materials can count as a second point, and a partner leading a PARK beautification effort such as public art can count as a third point.

Other examples can include partial or full donation of land, and grants or other funding contributions from an agency other than the APPLICANT until PROJECT COMPLETION.

Time period: To receive up to three points, the partnership contributions will occur between June 5, 2018 until PROJECT COMPLETION. Do not include operation and maintenance and long-term programs after PROJECT COMPLETION.

PROJECT SELECTION CRITERION 7(A) {ENVIRONMENTAL DESIGN} ON PAGE 27

Criteria 7(A)(3)

- A potential resource guide for recycled material content is available at the CalRecycle website: calrecycle.ca.gov.
- “Separation and recycling of recoverable materials” may include the recycling of demolished buildings, concrete, wood, or steel that will be removed when creating a NEW PARK.

Criteria 7(A)(4)

- The “California Invasive Plants Inventory” published by the California Invasive Plant Council may be helpful: cal-ipc.org/plants/inventory.

PROJECT SELECTION CRITERION 7(B) {ENVIRONMENTAL DESIGN} ON PAGE 28

In addition to the four sustainable techniques that are listed in Criteria 7(A), the PROJECT will need to include three more techniques for efficient use of energy, water, and other natural resources, in order to obtain the maximum 7 points.

Other natural resource conservation and ecological techniques include but are not limited to:

1. Create iconic “place-making” with native vegetation landscapes and locally crafted RECREATION FEATURES.
2. Create RECREATION FEATURES using locally sourced materials to reduce environmental impacts from global transportation.
3. Replace blighted property with a PARK to beautify the community.
4. Create a recreational greenbelt or trail within the PROJECT SITE that also serves as off-street commuting and interconnectivity between neighborhoods
5. Use of rapidly renewable (harvested within a ten year cycle) building materials; agrifiber, linoleum, wheatboard, strawboard, bamboo, and wool or cotton insulation.
6. Use of certified wood (environmentally responsible forest management certified by the Forest Stewardship Council)
7. Reduce urban heat island effects
8. Preserve special status trees. Preserve and restore native wildlife habitat
9. Protect and restore riparian and wetland buffers
10. Repair or restore damaged or lost streams, wetlands and coastal habitat
11. For buildings, using any of the following qualifies as a technique. a) Energy efficient outdoor lighting, solar tubes, skylights, and skylids for indoor lighting. b) Design and locate buildings considering sun orientation for heating, cooling and lighting needs. c) Minimize building heating and cooling requirements with vegetation on roof-tops or use of shade trees. d) Comprehensive building insulation. e) Cooling/heating system efficiency f) Low flow water fixtures.

PROJECT SELECTION CRITERIA 7(B)(1) {GREENHOUSE GAS EMISSIONS REDUCTION AND CARBON SEQUESTRATION} ON PAGE 28

The 2018 Bond Act's PRC §80001(b)(7) encourages measurement of carbon emission reductions and carbon sequestrations for Greenhouse Gas Reduction.

If the PROJECT involves tree planting, provide an estimate of the amount of trees to be planted and any other details regarding tree planting known at the time of APPLICATION. If the GRANT is awarded, and before PROJECT COMPLETION, GRANTEES may be required to report the following information about the PROJECTS:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

The i-Tree site at planting.itreetools.org. may be used as a measurement tool for GRANTEES.

If the PROJECT does not involve tree planting, state “the PROJECT does not involve tree planting” in the response to Project Selection Criteria 7(B)(1), and select an alternate technique. Examples for alternative techniques are listed on the previous page above.

PROJECT SELECTION CRITERIA 7(C) {SITES OR LEED CERTIFICATION} ON PAGE 29

SITES-certified landscapes

- Help reduce water demand, filter and reduce stormwater runoff, provide wildlife habitat, reduce energy consumption, improve air quality, improve human health and increase outdoor recreation opportunities.
- Information on the SITES program is located at: sustainablesites.org/certification-guide.

LEED Certified Buildings

- Includes construction or renovation of a building larger than 2,000 gross square feet can achieve LEED Certification.
- Information on the LEED program is located at usgbc.org.

PROJECT SELECTION CRITERION 8(A) AND (B) {HOURS OF OPERATION} ON PAGE 30

For the APPLICATION to be eligible, hours of operation following PROJECT COMPLETION must accommodate DAILY ACCESS.

Hours of Operation: Holidays are excluded from DAILY ACCESS considerations. Weather is also excluded because weather (such as snow) cannot be controlled.

PROJECT SELECTION CRITERIA 8(C) {PUBLIC USE FEES} ON PAGE 30

Fees: Fees can be a barrier for access. APPLICANTS are encouraged to find partners or have an operation plan that will offset the need to charge fees to the general public for PROJECTS funded by this program.

To compare daily fees with monthly fees, the daily fee will be multiplied by 30. For example, if the daily entrance fee is \$1, it would be calculated as \$30 per month for DAILY ACCESS.

- **Activity or program fees/league registration fee:** If the activity or permit fee is required at all times to enter and use the project, then it does affect the score. For example, if the PROJECT is a soccer field, and only soccer teams can use the field by permit, then the fee charged to join the team/league counts. Using the same example, if the general public can use the soccer field without paying, indicate when the field will be available for the general public.
- **Fees based on residency:** GRANTEES cannot apply differences in admission or other fees on the basis of residence for state-funded projects.
- **Fees based on income:** For the purposes of this program, the entrance or membership fee will be calculated based on what any person would pay to be able to use the PARK before having to prove they are affected by poverty. APPLICANTS should consider members of the public affected by poverty as the baseline for determining what the fee will be for everyone.
- **Parking fees:** If the only way to enter the PARK is by driving, the parking fee will count as a DAILY ACCESS entrance fee. If pedestrians can easily enter the PARK without paying to enter, the parking fee would not affect the score.
- **Costs to use certain RECREATION FEATURES:** If the majority of the grant request will pay for one or more facilities that are free, the \$0 charge will be considered. If a facility with an entrance fee is the majority cost of the grant request, the entrance fee will be considered when evaluating the response. This includes nighttime lighting fees.
- **Rental fees for parties or other special functions:** Rental costs that are not part of a facility's usual daily entrance fees are excluded from the fee calculation.
- **Fixed fee rate during the 30 year contract performance period:** Grantees can contact OGALS if inflation affects the rate in this criterion over the 30 years.

PROJECT SELECTION CRITERION 9(A) {CHALLENGES} ON PAGE 31

Review the definition for CHALLENGES and use it as a guide to describe the community's story. Criteria 9(A) is the APPLICANT'S chance to describe the need for the PROJECT not covered by the data found in the Community FactFinder. There may be other circumstances affecting the need for the PROJECT in addition to the examples listed in the definition for CHALLENGES. If so, describe those circumstances as well.

PROJECT SELECTION CRITERION 9(B) {QUALITY OF LIFE BENEFITS} ON PAGE 31

Projects that will meet multiple needs of youth, seniors, and families will be more competitive than ones that provide a single use for a more limited group. The community-based planning MEETINGS with youth, seniors, and families should result in the DESIGN of a PARK that will benefit their HEALTH and quality of life. Consider how the DESIGN of the PARK will improve each of these conditions:

Recreational Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. PARKS can provide places for individual or team sports, jogging or walking, and other exercise that can improve HEALTH and help prevent obesity and diabetes. PARKS can provide space for community gardens that can support intergenerational recreation, and fruits and vegetables grown by RESIDENTS in PARKS could support healthy eating.

Social Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. PARKS can support places where YOUTH AT HIGH RISK can be mentored, seniors socialize, and families bond.

Cultural Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. Performing arts facilities can support cultural recreation such as dance, theater, and music, which can improve the HEALTH and quality of life for all. Cultural conditions can be improved through public art in PARKS such as mosaics, murals, and sculptures that reflect and celebrate the history and diverse cultures of surrounding neighborhoods. Older existing PARKS may have their own unique histories which can be told through public art.

Environmental Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. A NEW PARK can improve the appearance of a community by replacing blighted properties with green space and "placemaking" design. Beautification of existing PARKS through landscaping or public art can also enhance the community's appearance. Environmental design techniques can also be used to improve the community's environment.

Educational Conditions - to benefit the HEALTH and quality of life for youth, seniors, and families. PARKS can support places where RESIDENTS can be tutored, coached, and taught a wide range of HEALTH and life skills. History of the area can be taught through panels or public art. The PROJECT'S environmental design techniques can also be interpreted to show how energy and water can be conserved.

PROJECT SELECTION CRITERION 9(B) {QUALITY OF LIFE BENEFITS} ON PAGE 31

Economic Conditions – to benefit RESIDENTS’ HEALTH and quality of life. Consider the following for the “Economic” section of Project Selection Criterion 9 (B) on page 31.

Employment to Improve Economic Conditions

Skills that RESIDENTS and/or CORPSMEMBERS can gain through Project Selection Criterion 5 on page 24 may lead to new career pathways. Additionally, some PARKS will generate new long-term employment opportunities after PROJECT COMPLETION. Using the PROJECT to create career pathways for RESIDENTS affected by poverty can help meet the intent of Public Resources Code §80001(b)(1)) cited below.

Advancing Solutions that Prevent Displacement

Public Resources Code §80001(b)(1)) of the 2018 Bond Act (Prop. 68) states: “To the extent practicable, priority for grant funding under this division will be given to a project that advances solutions to prevent displacement.”

When an economically disadvantaged community experiences new for-profit real estate investments, RESIDENTS affected by poverty may be priced out of their homes.

In the response to the “Economic” section on page 31, describe the following:

- If RESIDENTS are vulnerable to “displacement”, describe a plan to partner with an organization(s) that supports “housing-related anti-displacement strategies.” The Prevention Institute’s report titled [Healthy Development Without Displacement: Realizing the Vision of Healthy Communities for All](#) gives helpful technical assistance. “Housing-Related Anti-Displacement Strategies” are listed on page 22 of the Prevention Institute’s report. Additional technical assistance will be posted at [parks.ca.gov/spp](#).*
- If RESIDENTS are not vulnerable to “displacement”, explain why. For example, is there a lack of current or planned real estate investments that would price-out economically disadvantaged RESIDENTS from their homes? Or, is there effective affordable housing support already in-place? Or, are the RESIDENTS considered an economically secure community? If there are clear reasons why “displacement” is not applicable, a description about advancing displacement solutions is not needed.

*How can a PARK PROJECT “advance solutions to prevent displacement?”

PARK DESIGN MEETINGS (Project Selection Criterion 4 on page 20) can attract RESIDENTS, agencies, and organizations to work together, leading to innovative partnerships. During site visits for ROUNDS One and Two of this program, the SPP team met RESIDENTS who shared excitement about the MEETINGS held in their neighborhoods for PARK DESIGN. RESIDENTS said the MEETINGS in their neighborhoods helped them feel connected with local government. It also helped them meet other neighbors with similar community service interests. When RESIDENTS work together to transform land into a vibrant PARK, it becomes a symbol of community pride and fosters a belief that they can make a difference with other issues in their neighborhoods.

PROJECT SELECTION CRITERION 9(C) {READINESS} ON PAGE 31

Applicants will demonstrate project readiness by completing and meeting the intent of all APPLICATION requirements listed in the Application Checklist per page 11.

PROJECT SELECTION CRITERIA REQUIREMENTS

To ensure there is a clear understanding of required deliverables for PROJECT COMPLETION, avoid discussing future phases in your response to the Project Selection Criteria/APPLICATION. Only discuss elements that will be completed within the GRANT PERFORMANCE PERIOD using the GRANT plus COMMITTED FUNDS.

If the GRANT is awarded, responses to the Criteria listed below will be included in a “Project Status Report” sent to GRANTEES every six months until PROJECT COMPLETION. This serves as a reminder of what the APPLICANT committed to during the competitive process.

- Criterion 4(c) (residents’ ideas that will be included)
- Criterion 5 (employment or learning opportunities)
- Criterion 7 (environmental design)
- Criterion 8 (fees and hours of operation)
- Criterion 9 (b) (project benefits)

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

ACQUISITION – to gain ownership of land or obtain a permanent easement. A lease or rental is not considered ACQUISITION.

ADJACENT – property next to or across the street from a PARK that existed before the APPROPRIATION DATE.

APPLICANT – an entity requesting GRANT funding through a competitive process.

APPLICATION – the required attachments listed in the Application Checklist on page 11.

APPROPRIATION DATE – begins on July 1st of the State fiscal year when program funding is authorized by the legislature.

AUTHORIZED REPRESENTATIVE – the position appointed by the APPLICANT’S governing body to sign all required GRANT documents. The AUTHORIZED REPRESENTATIVE can designate an alternate by informing OGALS in writing.

BROAD REPRESENTATION – inclusion of DESIGN ideas from RESIDENTS that may have different recreational needs, including youth, seniors, and families. Inclusion of people with disabilities, single adults, and immigrants are also encouraged. Sole involvement of an advocacy group or league likely to promote a specific RECREATION FEATURE does not meet this intent.

CEQA – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.
opr.ca.gov/ceqa

CHALLENGES – conditions present in a community affecting the HEALTH and quality of life for YOUTH AT HIGH RISK, seniors, and families. Examples include a lack of safe and affordable recreational opportunities, low performing schools, poverty, high crime rates, brown fields, residential overcrowding, and physical barriers such as freeways and rivers disconnecting neighborhoods.

COMMITTED FUNDS – the APPLICANT has secured all additional funds needed to complete the PROJECT. Secured funds are cash in hand or having a contract or other binding agreement with another entity(s) obligating the additional funds. Future fundraising plans are not COMMITTED FUNDS.

CONSERVATION CORPS –

- California Conservation Corps (CCC) – a State workforce development program that employs 18-25 year-olds for environmental conservation or enhancement projects, fire protection, and emergency response. ccc.ca.gov
- California Association of Local Conservation Corps (CALCC) – non-profit organizations certified by the California Conservation Corps to provide community and conservation work, education, and job training. callocalcorps.org

CORPSMEMBERS – youth enrolled in the California Conservation Corps and/or Community Conservation Corps, as defined by Public Resources Code 14507.5

CONSTRUCTION COSTS – costs incurred starting when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT – an agreement specifying the GRANT obligations between the GRANTEE and DPR.

COVERED PARKS – a large shade or snow protection structure over sports fields, courts, or playgrounds in areas of the State where weather would otherwise diminish seasonal outdoor recreation.

CRITICALLY UNDERSERVED COMMUNITY – an area within PROXIMITY of a PROJECT SITE that has a ratio of less than 3 acres of PARK SPACE per 1,000 residents, or a median household income below \$51,026 based on the response to Project Selection Criteria 1 or 2.

DAILY ACCESS – after PROJECT COMPLETION, youth, seniors, and families affected by poverty can use the PROJECT seven days a week with no fees or affordable fees.

DESIGN – preliminary PROJECT concepts and drawings achieved through the community based planning MEETINGS, before the completion of engineer/construction documents.

DEVELOPMENT – to construct a new RECREATION FEATURE or MAJOR SUPPORT AMENITY, or RENOVATION of an existing RECREATION FEATURE.

DISTRICT – one of the following as defined in SPP legislation:

1. A recreation and park district formed under Division 5 of the Public Resources Code, Chapter 4 (commencing with Section 5780).
2. A public utility district formed under Division 7 (commencing with Section 15501) of the Public Utilities Code in a non-urbanized area that employs a full-time park and recreation director and offers year-round park and recreation services on lands and facilities owned by that district.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

3. A memorial district formed under Chapter 1 (commencing with Section 1170) of Division 6 of the Military and Veterans Code that employs a full-time park and recreation director and offers year-round park and recreation services on lands and facilities owned by that district.
4. The Malaga County Water District exercising powers authorized under Section 31133 of the Water Code.
5. A community service district formed under Division 3 (commencing with Section 61000) of Title 6 of the Government Code in a nonurbanized area that is authorized to provide public recreation as specified in subdivision (e) of Section 61100 of the Government Code.
6. A county service area or zone in the county service area, within the County of San Bernardino that is empowered to provide public park and recreation services pursuant to Chapter 2.2 (commencing with Section 25210.1) of Part 2 of Division 2 of Title 3 of the Government Code, that is actually providing public park and recreation services that was reorganized prior to January 1, 1987, from a park and recreation district to a county service area or zone.
7. A regional park district formed pursuant to Division 5, Chapter 3, Article 3 (commencing with Section 5500) of the Public Resources Code.

ELIGIBLE COSTS – expenses incurred during the GRANT PERFORMANCE PERIOD to complete the GRANT SCOPE approved by OGALS through a fully executed CONTRACT.

EXISTING PARK – public land that includes open space with at least one officially designated RECREATION FEATURE and is open to the public for recreation before the APPROPRIATION DATE.

EXPAND/EXPANSION – the PROJECT will add PARK SPACE acreage to an existing ADJACENT PARK.

GRANT – amount of funds made available to a GRANTEE for completion of the GRANT SCOPE during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a CONTRACT with DPR for a GRANT funded by the Statewide Park Program.

GRANT ADMINISTRATION GUIDE – the document titled the “GRANT ADMINISTRATION GUIDE for 2018 Bond Act (Proposition 68)” that provides requirements and forms for GRANT administration.

GRANT PERFORMANCE PERIOD – the period of time, starting with the APPROPRIATION DATE, when ELIGIBLE COSTS may be incurred by the GRANTEE and charged to the GRANT. Dates for each round will be posted at parks.ca.gov/spp.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

GRANT SCOPE – the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment. Also see the definitions of TOTAL PROJECT COST.

HEALTH – a state of physical, mental and social well-being and not merely the absence of disease.

HEALTH ORGANIZATION – a government, foundation or community-based organization, or private entity with a primary mission of promoting community design principles supporting physical activity, active transportation, social wellness, mental wellness, nutrition, housing-related anti-displacement strategies, and a thriving environment.

JOINT POWERS AUTHORITY – an agreement between a City, County, and/or a DISTRICT to perform services, cooperate with, or lend powers for the operation and maintenance of PARK land. For a joint powers authority to be eligible, one of the following must be a member: a City, or a County, or an eligible DISTRICT.

MAJOR SUPPORT AMENITY –

1. Parking lot, restroom building, or other non-recreational facility located within a Project site.
2. Lighting and landscaping to improve the appearance of the PARK.

MEETING – RESIDENTS worked together as a group in person with the APPLICANT or with the APPLICANT'S partnering community based organization(s) to DESIGN the PARK.

The type of meeting can be creative, cost effective, and non-traditional. Formal public hearings are not required.

MINOR SUPPORT AMENITY – a permanent support item such as a sign, bench, small fence, or drinking fountain that costs, by itself, less than \$50,000 at the time of APPLICATION.

NEW PARK – the PROJECT will create a PARK on property that was not open to the public as a PARK prior to the application deadline, and is not ADJACENT to an EXISTING PARK.

NEW RECREATION OPPORTUNITY – construction of a new RECREATION FEATURE. Or, for RENOVATION, an existing RECREATION FEATURE will be improved beyond its original condition.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

NON-PROFIT – any non-profit entity qualified to do business in California under Section 501(c)(3) of Title 26 of the United States Code, and that has among its primary purposes any of the following:

- the recreational, vocational, educational, and other services to improve social and cultural conditions of a community,
- the preservation, protection, or enhancement of land or water resources in their natural, scenic, historical, agricultural, forested, or open-space condition or use,
- the provision of conservation and environmental education and other services to improve environmental conditions of a community.

OUTDOOR LEARNING OPPORTUNITIES – employment or volunteer activities for RESIDENTS or CONSERVATION CORPS members during community based planning and PROJECT design, or by PROJECT COMPLETION.

PARK – open space land for the general public's physical and social HEALTH that provides at least one designated RECREATION FEATURE for nature appreciation, athletic activities, cultural enrichment, or other recreational activities.

- A PROJECT that is only for a stand-alone community center, that is not currently in a park or ADJACENT to a park, would be considered ineligible as SPP projects must create, expand, or improve parks.
- School property is considered a park when there is a joint-use agreement and park signage indicating the general public is welcome to use a designated outdoor area, such as a schoolyard, for recreation during appropriate hours such as after-school, weekends, and summer.

PARK SPACE – the size of the official PARK boundary determined by acres or fraction thereof.

PRE-CONSTRUCTION COSTS – costs incurred before construction during the planning, design, and permitting phase of the PROJECT, limited to 25% of the GRANT amount.

PROJECT – the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form to be funded by the GRANT request plus COMMITTED FUNDS.

PROJECT SITE – the entire PARK property. When using the California State Parks Community FactFinder, the origin of the half-mile radius can be located at any point within the boundary of the entire PARK.

DEFINITIONS FOR ALL WORDS AND TERMS IN SMALL CAPS

PROJECT COMPLETION – when the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form are complete and the facilities are open and useable by the public.

PROXIMITY – the area located within a half mile radius of the PROJECT SITE.

RECREATION FEATURE – an element that provides active or passive recreational use.

RENOVATE/RENOVATION – construction to improve an EXISTING PARK to either increase public use, operating hours, public safety, energy or water conservation, accessibility compliance, or all of the above. This includes improvement of an existing RECREATION FEATURE, or an existing MAJOR SUPPORT AMENITY.

RESIDENTS – the population living within a half mile of the PROJECT SITE including youth, families, and seniors.

ROUND – a distinct cycle of APPLICATIONS received and reviewed by DPR, through a competitive process.

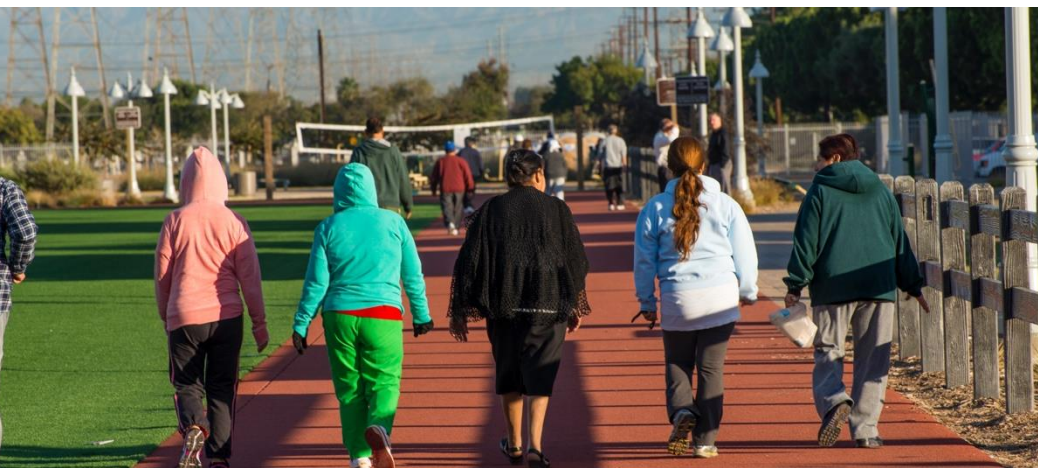
SITE CONTROL – when the GRANTEE owns the PROJECT SITE, or has a permanent easement, or has a lease agreement or TURNKEY agreement approved by DPR, that allows for PROJECT COMPLETION and public use to fulfill the CONTRACT obligations.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form.

TURN-KEY PROJECT – when an APPLICANT proposes to build a PROJECT, then transfer the CONTRACT to the land owner for long term operation and maintenance with approval from DPR.

YOUTH AT HIGH RISK – challenges within the CRITICALLY UNDERSERVED COMMUNITY affecting the health and wellness of youth such as school failure, gangs, insufficient recreational services, pollution, or a blighted environment.

“I made it a goal to walk two miles each day on this park’s track with a group of retired friends. Then I use the outdoor gym equipment. I lost many pounds. It is a positive movement to a healthy lifestyle.”



Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

MAIN LINE: (916) 653-7423

PROGRAM WEBSITES: parks.ca.gov/spp | parksforcalifornia.org/communities

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

2 A RESOLUTION OF THE SAN BENITO COUNTY) Resolution No. 2019-_____
3 BOARD OF SUPERVISORS APPROVING THE)
4 APPLICATION FOR STATEWIDE PARK)
5 DEVELOPMENT AND COMMUNITY)
6 REVITALIZATION PROGRAM GRANT FUNDS)

7 **WHEREAS**, the California State Legislature has delegated the responsibility for the
8 administration of the Statewide Park Development and Community Revitalization Grant Program,
9 including setting up necessary procedures governing the application process, to the State
10 Department of Parks and Recreation; and

11 **WHEREAS**, the State Department of Parks and Recreation has established procedures requiring
12 applicants' legislative bodies to certify by resolution the approval of the application before
13 submission to the State; and

14 **WHEREAS**, successful applicants will enter into a contract with the State of California to
15 complete the Grant Scope project; and

16 **WHEREAS**, San Benito County has identified a project, the San Benito County River Parkway
17 Focus Area project, which is eligible for a grant of funds under the Statewide Park Development
18 and Community Revitalization Program because it will increase accessibility and recreational
19 opportunities within San Benito County; and

20 **WHEREAS**, San Benito County desires to apply for a Statewide Park Development and
21 Community Revitalization Program grant in the amount of \$5,545,236.00 for the San Benito
22 County River Parkway Focus Area project.

23 **NOW, THEREFORE, BE IT RESOLVED** that the San Benito County Board of Supervisors
24 hereby finds and determines that the above recitals are true and correct.

25 **BE IT FURTHER RESOLVED** that the San Benito County Board of Supervisors hereby certifies
26 that:

- 27 1. the County of San Benito has or will have available, prior to commencement of any
28 work on the project included in this application, sufficient funds to complete the
29 project; and
- 30 2. if the grant is awarded, the County of San Benito has or will have sufficient funds to
31 operate and maintain the project, and
- 32 3. it has reviewed, understands, and agrees to the General Provisions contained in the
33 contract shown in the Grant Administration Guide.

34 **BE IT FURTHER RESOLVED** that the San Benito County Board of Supervisors hereby
35 approves the filing of a Statewide Park Development and Community Revitalization Program grant
36 application for the San Benito County River Parkway Focus Area project; and

37 **BE IT FURTHER RESOLVED** that the San Benito County Board of Supervisors hereby

delegates the authority to the County Administrative Officer to conduct all negotiations, and sign and submit all documents related to the grant, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

BE IT FURTHER RESOLVED that the San Benito County Board of Supervisors hereby agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

BE IT FURTHER RESOLVED that the San Benito County Board of Supervisors will consider promoting inclusion pursuant to the criteria set forth in Public Resources Code §80001(b)(8)(A)-(G).

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 20th 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: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel
Date: Aug. 15, 2019

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

Item Number: 3.

MEETING DATE: 8/20/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R ESPINOSA

Accept the annual reports from Community-Based Organizations (CBOs) regarding the funding allocations they received for FY 18/19.

SBC FILE NUMBER: 119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Each year, various non-profit organizations providing services to San Benito County's senior citizens, youth, and/or disadvantaged members of our community, submit applications for funding requests. A committee meets to review the requests and makes recommendations to the Board of Supervisors for funding. During the annual budget hearing process, the Board of Supervisors approves the allocations to Community-Based Organizations (CBO's).

The CBO's that receive funding are required to submit reports as to how their allocations were used. Attached are the reports for the CBO's that received FY 18/19 funding allocations, and some pictures depicting their organizations.

Each organization provides services needed in our community. They operate in conjunction with additional funding sources, including fundraisers/grants, and have teams of volunteers. Each organization requires a great amount of strategic planning to provide these services under financial constraints.

The organizations shared the program success stories!

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

STAFF RECOMMENDATION:

Accept the reports the Community Based Organization that received funding allocations in FY 18/19.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Chamberlain's Report 18-19	8/14/2019	Cover Memo
Senior Delivery Report	8/14/2019	Cover Memo
CASA 's Report 18-19	8/15/2019	Cover Memo



March 5, 2019

To: San Benito County Supervisors De La Cruz, Botelho, Gillio, Hernandez and Medina

From: Denise Cauthen-Wright; Fund Development and Donor Engagement Manager, Chamberlain's Children Center, Inc.

Re: 2018-2019 County Grant for the New Computers follow up report

Thank you again for granting Chamberlain's with the \$4,000 award during fiscal year 18-19 to improve our campus computers. Below is our latest update:

Over the past several months, SBCOE IT team lead Roy Sims in coordination with CCC's Executive Director Patrick Ellis spearheaded this project. SBCOE purchased all the requested equipment and installation of computers started January 2019 with completion by late-March 2019.

Part of the delay from the original timeline is the IT team has routinely had to fixed issues that have presented themselves as the new computers are deployed. One such example of issues Mr. Sims needed to address before moving forward is that Chamberlain's has used a file system on a SMB 1.0 protocol. Recently *Microsoft* has come out with some updates that do not allow new *Windows 10* computers to be domained within this environment.

After this project is complete, we expect approximately 50% increase in productivity and around 100% increase in staff and children's over all computer experience. But we are already starting to see morale lifting and we are observing a certain new pride of each workspace. By March 31, 2019, we will have achieved more production and less frustrated staff and residents.

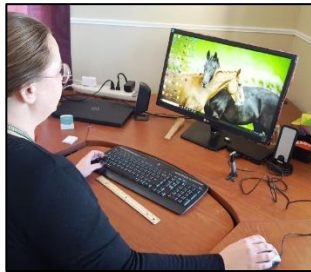
Brief Narratives from Staff:

- 1) **Special Education Teacher:** *"In regards to the new projector, we now have in the classroom better images. The images are brighter, and access to online curriculum is quicker. Often times, special education teachers cannot show children with trauma the lessons or materials via a white board or by a lecture or even drawn on paper. It needs to be much more engaging in order to keep their interests. With the new projector, there is more interaction with students, in addition to being able to maintain their attention longer. The kids get to see the world in a broader sense such as a lesson on biomes (see photo next page). We are so grateful for the funding the county provided to help this project become a reality!"* Mr. Morrison recently showed students videos, images, and virtual experiences of the various biomes around the world via the new projector. Their interest levels have blossomed and they have an increase sense of wanting to learn. They are engaged in the lesson plan. One of the students, after watching the images of biomes, said "What's that?!" after seeing a termite nest image. Another said "Wow, that's cool! Let me see that (closer)!" All students started to engage in conversation with each other, pointing out their observations on the larger than life images. The lesson was accomplished along with better student-to-student relationships.



A "Revealing the Rainforest" lesson via Arizona State University's "Ask a Biologist"

- 2) **Clinical Office Manager:** *"I am over the top excited to be able to do my work such as MediCal billing much more efficiently due to the new computer! It starts faster, there is less "slow down" while waiting for the computer to catch up with the information I have entered and overall it has been a real boost! With the heavy workload this position has, it is also great that I received a docking station for the laptop that allows such wonderful features as mobility, which allows me to take meetings notes on the spot and the availability to telecommute when necessary. Thank you Supervisors for assisting us with these computer purchases."*



Clinical Office Manager Cassi starting her new computer.

An update on Chamberlain's:

1. We are in the process of obtaining a certification as a *STRTP* (Short Term Residential Therapy Program) in accordance with AB 403 Foster Youth: Continuum of Care Reform. We have passed the regional review and await the state review (in-progress)
2. To have adequate staffing to meet the rigors of being *STRTP*, we have expanded our clinical department, hired an additional *therapist*, and created and filled two new positions: *Intensive Care Coordinator* and *Director of Specialty Mental Health Services*. We have converted a cottage into a new Clinical department that now houses the entire clinical team in one building (11 staff and 4 interns).
3. We also have created another cottage position *Peer Partners*. This position allows CCC to hire employees that have not obtained the required college degree required under *STRTP* in order to be a residential counselor. *Peer Partners* are able to give support to the cottage supervisors and residential counselors such as cooking, cleaning, getting supplies, helping the children with homework, etc.
4. CCC will open a second non-public school classroom in fall 2019 based on the recommendation from the State of California. This will let CCC to still serve first through eighth grades and allow grade levels to split into lower and upper grades allowing CCC to increase enrollment to 24 (12 per classroom) to meet the demands of special education needs.
5. We just beginning the process of upgrading the campus internet and phone systems with Spectrum to allow us *consistent* and *reliable* internet (previously with AT&T) and have the entire campus on the same phone system.
6. Lastly, we are undergoing a marketing transformation and have hired a marketing partner to oversee this project in the coming months. CCC will have a new name, website, email, newsletter and all other forms of marketing collateral in order to reflect the updated vision and energy of Chamberlain's. The official public announcement will be in early April.

Submitted with deepest appreciation,

The Board, Staff and Children of Chamberlain's Children Center



County of San Benito Grant Report
 Senior Brown Bag and Home Delivery Program
 July 2018 - June 2019

Food Programs Total Reach	<u>2018-19</u>
People served per month:	5,800
Seniors served per month:	752
Percent seniors of total served:	13%

Senior Brown Bag and Home Delivery Program

Month	Seniors	Bags delivered
July 2018	150	359
Aug 2018	133	628
Sept 2018	138	486
Oct 2018	145	635
Nov 2018	146	395
Dec 2018	147	355
Jan 2019	145	592
Feb 2019	155	442
March 2019	135	453
April 2019	137	464
May 2019	129	550
June 2019	128	403

Total bags delivered:	5,762
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We gratefully appreciate the support of our county!



Phone 831.637.4992 ~ Fax 831.637.5278

829 San Benito St., Ste. 200, Hollister, CA 95023

www.casasanbenito.org

CASA of San Benito County 2018/2019 County of San Benito Grant Report

Report Date: 07/30/2019

Contact Person: Esther Curtice

Contact Phone: 831-637-4992

Contact Email: esther@casasanbenito.org

Goals & Expectations

CASA of San Benito County received a grant from the County of San Benito to provide child advocates for foster children from San Benito County who are appointed by the courts. CASA serves children who have been abused, abandoned and/or neglected and are now in the Dependency System of the courts. The program provides advocacy services for foster children from San Benito County by recruiting and training community members to become child advocates. Once they are trained, they are then assigned to a foster child from our community. They advocate for the child's best interest in the courtroom, classroom and the community, ensuring their needs are met while in foster care.

The CASA program has expanded and now includes services for the youngest age group, infants and toddlers (under age 5), as well. The first three years in a child's life are the most formative, especially for social/emotional and brain development. The CASA program focuses on the overall well-being of the child; development, milestones, timely referrals to services and resources, education, safety and permanency.

Outcomes

From July 2018 through June 2019, the CASA program added 5 new advocates and served 38 foster children from infants/toddlers to young adults up to age 21. More than 40% of the children served were placed in out-of-county foster placements for part of the time or the entirety of the duration in foster care. Placing foster children outside of our county is problematic and remains a challenge for our program and our community.

Ages of children served:

8 – Birth to 5

12 – Age 6 to 11

6 – Age 12 to 15

5 – Age 16 to 17

7 – Age 18 to 21

The CASA program continues to serve, support and be a voice for foster children from San Benito County, it is the only program in the community dedicated to advocate for foster children.



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: 4.

MEETING DATE: 8/20/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R ESPINOSA

Approve contracts with the Community-Based Organizations (CBOs) receiving allocations of funding approved in the FY 19/20 Approved Budget for the period of July 1, 2018 to June 30, 2019 in the total amount of \$40,000.

Community Food Bank	\$12,000
Emmaus House	\$15,000
CASA	\$ 5,000
Chamberlains Children Center	\$ 4,000
San Benito Arts Council	\$ 4,000

SBC FILE NUMBER: 119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Each year, various non-profit organizations providing services to San Benito County's senior, youth, and/or disadvantaged members of the community, submit applications for funding allocation. A committee reviews the applications and ranks applicants on approved criteria. The committee

meets and makes funding recommendations. During the annual budget hearing process, the Board of Supervisors allocates funding for the CBO's.

Each organization provides services needed in our community. They work in conjunction with various funding sources, volunteers, and fund raisers. Each organization requires a great amount of effort to provide these services under financial constraints. We have a very generous community of resources.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve contracts with the following five Community-Based Organizations for the period of July 1, 2018 to June 30, 2019, in the following amounts, and authorize the Chair to sign them:

1. Community Food Bank \$12,000;
2. Emmaus House \$15,000;
3. CASA \$ 5,000;
4. Chamberlains Children Center \$ 4,000; and
5. San Benito Arts Council \$ 4,000.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
FY-19-20 and FY18-19	8/15/2019	Backup Material
Contract - CBO - CASA	8/15/2019	Standard Contract
Contract - CBO - Chamberlains	8/14/2019	Standard Contract
Contract - CBO - Community Food Bank	8/14/2019	Standard Contract
Contract - CBO - Emmaus House	8/14/2019	Standard Contract
Contract - CBO - SBC Arts Council	8/15/2019	Standard Contract

SAN BENITO COUNTY
COMMUNITY BASED ORGANIZATIONS
FY 18/19/ 19/20

AVAILABLE FUNDING FY 19/20

TOTAL AVAILABLE

Final Committee Recommendation

AGENCY	2018-2019		2019-2020	
	REQUEST	RECOMMENDATION 18/19	REQUEST	RECOMMENDATION 18/19
JOVENES DE ANTANO	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
SENIOR CITIZES LEGAL SERVICES	\$ 4,113.60	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
AAA - OPERATED BY SENIORS COUNCIL	\$ 30,000.00	\$ 30,000.00	\$ 31,500.00	\$ 30,000.00
ADVOCACY	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
		\$ 80,000.00	\$ 81,500.00	\$ 80,000.00
COMMUNITY FOOD BANK	\$ 15,000.00	\$ 12,500.00	\$ 15,000.00	\$ 12,000.00
EMMAUS HOUSE	\$ 40,000.00	\$ 20,500.00	\$ 40,000.00	\$ 15,000.00
COASTAL KIDS HOME CARE	\$ 3,000.00	\$ -	\$ -	\$ -
CASA	\$ 7,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
UNITED WAY	\$ 5,000.00	\$ -	\$ -	\$ -
CHAMBERLAINS	\$ 10,000.00	\$ 4,000.00	\$ 10,000.00	\$ 4,000.00
SBC ARTS	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 4,000.00
			\$ -	\$ -
	\$ 85,000.00	\$ 40,000.00	\$ 75,000.00	\$ 40,000.00
			\$ 156,500.00	\$ 120,000.00

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and CASA ("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: N/A
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

6. Termination.

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

7. Specific Terms and Conditions (check one)

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4010

Contract Administrator for CONTRACTOR:

Name: Esther Curtice

Title: Executive Officer ~~Officer~~ **DIRECTOR** 

Address: 829 San Benito Street. STE 200

Hollister, California 95023

Telephone No.: 831.637.4992

SIGNATURES

APPROVED BY COUNTY:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

 _____

Name: Esther Curtice

Title: Executive Officer

Date: 8/15/2019 _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

 _____

By: Shirley L. Murphy, Deputy County Counsel

Date: Aug. 15, 2019 _____

ATTACHMENT A
CASA
Scope of Services
FY 2019-2020

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

CONTRACTOR will continue to build program capacity, by recruiting, training, and supervising additional advocates to serve children in foster care from San Benito County in the court room, the class room and the community. The CASA program serves children and youth ages 0-21 in foster care, ensuring all the children in foster care from San Benito County have a trained, responsible adult who is looking out for their best interest.

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☒ a total lump sum payment of \$ 5,000.00 _____, or
- ☐ a total sum not to exceed \$ _____

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

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

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

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and CHAMBERLAIN'S CHILDREN CENTER ("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: N/A
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

6. Termination.

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

7. Specific Terms and Conditions (check one)

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

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4010

Contract Administrator for CONTRACTOR:

Name: Patrick Ellis

Title: Executive Director

Address: 1850 San Benito Street.

Hollister, California 95023

Telephone No.: 831.636.1212 x 129

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: _____

Name: Patrick Ellis

Title: Executive Officer

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy, Deputy County Counsel

Date: _____

**ATTACHMENT A
CHAMBERLAINS
FY 2019-2020**

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

Contractor will expand the current Non-Public School (NPS) program to *better serve the needs of SBC students* who have severe social and emotional disabilities and require a unique program in order to access their education with the goal of successful transitioning back into public school.

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☒ a total lump sum payment of \$ 4,000.00, or
- ☐ a total sum not to exceed \$ _____,

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

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

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

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Community Food Bank of San Benito ("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: N/A
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

6. Termination.

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

7. Specific Terms and Conditions (check one)

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

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4010

Contract Administrator for CONTRACTOR:

Name: Maria Lynn Thomas

Title: Chief Executive Officer

Address: 1133 San Felipe Road

Hollister, California 95023

Telephone No.: 831.637.0840

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: _____

Name: Maria Lynn Thomas

Title: Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy, Deputy County Counsel

Date: _____

ATTACHMENT A
Community Food Bank of San Benito County
Scope of Services
FY 2019-2020

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

The funding will be used to support the Marketplace Program, allowing 89 people to shop at the marketplace for one (1) year. The remodeled free choice marketplace has the look and feel of a real corner grocery market. Residents have access to shopping carts providing the experience of shopping at a retail grocery store. They have the freedom to explore through the market rather than stay in a line. The Marketplace Program restores dignity and promotes personal relationships. Operating 50 out of 52 weeks per year, serving approximately 3,000 people monthly, the Marketplace Program offers fresh seasonal produce, a wide variety of breads, pantry staples, and occasional meats, eggs and dairy.

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☒ a total lump sum payment of \$12,000.00, or
- ☐ a total sum not to exceed \$ _____

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

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

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

At Contractor's cost of \$135.00 per year, per person, the total payment of \$12,000.00 will allow 89 people to shop at the marketplace for one (1) year.

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Emmaus House ("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: N/A
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

6. Termination.

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

7. Specific Terms and Conditions (check one)

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

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4010

Contract Administrator for CONTRACTOR:

Name: Patrice Kuerschner

Title: Executive Officer

Address: 1133 San Felipe Road

Hollister, California 95023

Telephone No.: 831.630.5899

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: _____

Name: Patrice Kuerschner

Title: Executive Officer

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy, Deputy County Counsel

Date: _____

ATTACHMENT A
Emmaus House
Scope of Services
FY 2019-2020

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

CONTRACTOR will provide a secured emergency shelter for victims of domestic violence abuse. Providing temporary housing will enable children to continue to stay at their local schools, support economic development by allowing parents to work, and help prevent victims of domestic violence from becoming homeless.

Timing	Activity	Location	Time/Hours	Frequency
Daily	Emergency Shelter	Emmaus House	24hrs/7days/week	365/days/year
Daily	Case Mgmt & Wellness planning	Emmaus House	As Scheduled	Minimum 3/weekly
Daily	Crisis Hotline	Emmaus House	24hrs/7 days/week	365/days/year
Wednesday	Childs Art Therapy	Emmaus House	4:30 – 6:00pm	Weekly
Saturday	House Support Group	Emmaus House	9:00 - 10:30am	Weekly
Thursday	Empowerment counseling	Emmaus House	5:00 - 6:30pm	Weekly
Wednesday	My Child My Joy Parenting	Emmaus House	5:30 - 7:00pm	Weekly
Ongoing Educational & Services material distribution Throughout San Benito County				

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☒ a total lump sum payment of \$ 15,000.00, or
- ☐ a total sum not to exceed \$ _____,

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

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

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

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and San Benito County Arts Council ("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: N/A
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

6. Termination.

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

7. Specific Terms and Conditions (check one)

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4010

Contract Administrator for CONTRACTOR:

Name: Jennifer Laine

Title: Executive Director

Address: P.O. Box 692, Hollister, CA 95024

Hollister, California 95024

Telephone No.: 831.636.2787

SIGNATURES

APPROVED BY COUNTY:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: Jennifer Laine

Title: Executive Officer

Date: 8/14/19

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: Aug. 15, 2019

ATTACHMENT A
SAN BENITIO COUNTY ARTS COUNCIL
FY 2019-2020

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

CONTRACTOR provides four Arts in Education Programs designed to serve underserved students in San Benito County:

- 1. After School Mariachi Program-** Contractor, in partnership with the Youth Alliance's Casa de Milagros Program, Mariachi Alma de Mexico, Folklorico Juvenil and Mr. O's Academy, will serve 20 5th-8th graders from Calaveras School with free weekly music, vocal and dance classes in traditional mariachi music and folklorico dance (Sept.-May). Contractor provides the instruction, instruments, space and teaching artists at no cost to the students. The program culminates in May with a final student performance for friends and families.
- 2. Life Skills Art Program-** Contractor will serve 30 special needs students (Sept.-May) from San Benito High School (SBHS) and 10 special needs adults from Hope Services per week at the Annex in downtown Hollister with FREE visual art classes in watercolors, collage, painting, drawing & mixed media. The program culminates with an annual Exhibition of the students' work at the Annex in May.
- 3. Dreams Project at Juvenile Hall, San Andreas High School & Pinnacles Community School-year-round artist-** Contractor will provide services in the visual & performing arts for incarcerated youth, youth on probation and at-risk youth, on the school site, October-May, serving approximately 20 Juvenile Hall students, 30 San Andreas students, and 15 Pinnacles students.
- 4. Free Tuition Scholarships-** The after school Art Program and Summer Art Camp at the Annex in downtown Hollister, serves over 500 students (ages 4-15) per year with visual and performing art classes and art camps including Youth Art Studio, Ceramics, Wood Sculpting, Theater, and Printmaking. Approximately 50% of the class enrolled receives free tuition scholarships.

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☒ a total lump sum payment of \$ 4,000.00 _____, or
- ☐ a total sum not to exceed \$ _____

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

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

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

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.



SANBENI-02

KIM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2019

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

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

PRODUCER License # 0K07568 Pacific Diversified Insurance Services 15005 Concord Circle, Suite 110 Morgan Hill, CA 95037		CONTACT Pacific Diversified Insurance NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (408) 842-0867 E-MAIL: ADDRESS:		
INSURED San Benito Co. Arts Council Jennifer Laine PO Box 692 Hollister, CA 95024		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nonprofits' Ins Alliance of CA		11845
		INSURER B: Markel Insurance Company		38970
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2019-21458-NPO	5/17/2019	5/17/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 20,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						LIQUOR LIABILIT \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY		<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		MWC0004536-09	5/17/2019	5/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers			2019-21458-DO-NPO	5/17/2019	5/17/2020	Liability 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2016/03)

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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

Item Number: 5.

MEETING DATE: 8/20/2019

DEPARTMENT: COUNTY CLERK-AUDITOR-RECORDER ELECTIONS

DEPT HEAD/DIRECTOR: Joe Paul Gonzalez

AGENDA ITEM PREPARER: Joe Paul Gonzalez

SBC DEPT FILE NUMBER: 675

SUBJECT:

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

Adopt Voluntary Collection Agreement with Airbnb, Inc. for Proposed Transient Occupancy Tax Agreement; and delegate authority to the Chair to execute, including approving any changes to the agreement if required by Airbnb.

SBC FILE NUMBER: 675

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Under the County Code of the County of San Benito, the County Clerk, Auditor & Recorder is the Transient Occupancy Tax Collector. In March of this year this Office sent a notice to Airbnb that it had come to our attention that they had engaged in the business of operating a hotel; or receiving consideration for the rental of a hotel room for sleeping accommodations on property located in San Benito County. However, Airbnb had not obtained a Transient Occupancy Registration Certificate and Airbnb had not paid the required Transient Occupancy Tax (TOT) per the Uniform Transient Occupancy Tax Law of San Benito County.

Under Section 5.03.051 of the County Code an Operator is defined as follows:

OPERATOR. "Operator" means any person:

- (1) possessing or having an ownership interest in a hotel, or who is the proprietor of the hotel, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee or any other capacity;
- (2) engaged in the business of operating a hotel; or
- (3) receiving any consideration for the rental of a hotel room for sleeping accommodations, including, without limitation, any broker, service provider, or other intermediary:
 - (i) with which a hotel has contracted to arrange for the rental of a hotel room for sleeping accommodations; or
 - (ii) that has acquired any hotel room for subsequent rental from the hotel for sleeping accommodations.

Where the operator performs his or her functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this article and shall have the same duties and liabilities as his or her principal. Compliance with the provisions of this article by either the principal or the managing agent, however, shall be considered to be compliance by both.

Section 5.03.051 of the San Benito County Code requires that the operator of a hotel obtain a Transient Occupancy Registration Certificate from the Auditor of San Benito County. An operator is also required to submit Transient Occupancy Tax (TOT) reports and remit taxes collected—from occupants—to the Auditor on a quarterly basis, even if there were no rentals.

After having various written and verbal communications with Airbnb, representatives suggested that the corporation was amenable to entering into a Voluntary Collection Agreement with the County. The language of the agreement disassociates Airbnb as an operator but does obligate the corporation to report, collect, and remittance of applicable transient occupancy taxes and applicable sales taxes imposed under San Benito County law.

Please note that the agreement expressly contains a waiver of any past claims the County may have against Airbnb itself, but not against any individual operator.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Adopt Voluntary Collection Agreement with Airbnb, and delegate authority to the Chair to execute.

ADDITIONAL PERSONNEL:

ATTACHMENTS:**Description**

Updated Final Airbnb Agreement

Upload Date Type

8/15/2019

Standard Contract

**VOLUNTARY COLLECTION AGREEMENT
FOR
SAN BENITO COUNTY, CALIFORNIA TRANSIENT OCCUPANCY TAX**

THIS VOLUNTARY COLLECTION AGREEMENT (the “**Agreement**”) is dated August 20, 2019 and is between **AIRBNB, INC.**, a Delaware corporation (“**Airbnb**”), and **SAN BENITO COUNTY, CALIFORNIA** (the “**Taxing Jurisdiction**”). Each party may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform (the “**Platform**”) through which third parties offering accommodations and/or activities (“**Hosts**”) and third parties booking such accommodations and/or activities (“**Guests**”) may communicate, negotiate and consummate a direct booking transaction for accommodations and/or activities to which Airbnb is not a party (“**Booking Transactions**”); and

WHEREAS, the Taxing Jurisdiction and Airbnb enter into this Agreement voluntarily in order to facilitate the reporting, collection and remittance of applicable transient occupancy taxes and applicable sales taxes (“**Taxes**”) imposed under applicable San Benito County law (the applicable “**Code**”), on behalf of certain Hosts for Booking Transactions completed by such Hosts and Guests on the Platform for accommodations transactions located in unincorporated san Benito County, California (the “**Taxable Booking Transactions**”).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) Solely pursuant to the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform by Hosts other than those defined in Paragraphs (E) and (E-1) below, Airbnb agrees contractually to assume the duties of a “**OPERATOR**” as described in the Code solely for the collection and remittance of Taxes on behalf of such Hosts (hereinafter referred to as a “**OPERATOR**”).

(B) Starting on October 1, 2019 (the “**Effective Date**”), Airbnb agrees to commence collecting and remitting Taxes on behalf of certain Hosts, pursuant to the terms of this Agreement, at the applicable rate, on Taxable Booking Transactions. Except as set forth in Paragraph (L) below, Airbnb shall not assume any obligation or liability to collect Taxes for any period or for any transaction prior to the Effective Date or after termination of this Agreement.

(C) Except as set forth in Paragraph (E) below, Airbnb agrees to register as a OPERATOR on behalf of Hosts for the sole purpose of reporting, collection and remittance of Taxes under this Agreement, and will be the registered OPERATOR on behalf of any affiliate or subsidiary collecting Taxes. The assumption of such duties described in Paragraph (A) above and this Paragraph (C) shall not trigger any other registration requirements to which Airbnb is not otherwise subject.

REMITTANCE OF TAXES

(D) Airbnb agrees reasonably to report aggregate information on the tax return form prescribed by the Taxing Jurisdiction, including an aggregate of gross receipts, exemptions and adjustments, and taxable receipts of all Taxes that are subject to the provisions of this Agreement. Airbnb shall remit all Taxes collected from Guests in accordance with this Agreement and Airbnb's Terms of Service (www.airbnb.com) (the "TOS") in the time and manner described in the Code or as otherwise agreed to in writing.

REGISTERED HOSTS

(E) Airbnb reserves the right to implement a software feature on the Platform whereby Airbnb collects Taxes based on tax information supplied by the Host, and remits such Taxes to Hosts for ultimate reporting and remittance by the Host to the Taxing Jurisdiction. In such cases, a Host must provide to Airbnb its (i) applicable Tax identification or registration number; (ii) applicable business identification number; and (iii) acknowledgement of its obligation to collect all Taxes owed on a Host's Taxable Booking Transactions and to remit and report any Taxes collected directly to the Taxing Jurisdiction (a "**Registered Host**"). Upon request from the Taxing Jurisdiction, and not more than once per consecutive twelve-month period, Airbnb may provide the Taxing Jurisdiction with copies of documentation related to Registered Hosts.

(E-1)) Airbnb satisfies its obligations under this Agreement by collecting the full amount of Taxes due under the Code and remitting the amount collected on behalf of Hosts to the Taxing Jurisdiction, and in the case of Registered Hosts only, by remitting the Taxes collected on a Registered Host's Taxable Booking Transactions directly to the Registered Host.

AIRBNB LIABILITY

(F) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of Taxes, including, but

not limited to, penalties and interest, lawfully and properly imposed in compliance with the Code. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any Taxes and/or penalties, interest, fines or other amounts assessed against it were not due or are the subject of a claim for refund under applicable law, or otherwise bar it from enforcing any rights accorded by law. Notwithstanding the above and solely with respect to Registered Hosts, Airbnb does not assume any liability for the failure of a Registered Host to comply with any applicable collection, reporting or remittance obligations related to Taxable Booking Transactions. Further, Airbnb does not assume any liability for collection based on information supplied by the Registered Host.

AUDIT

(G) During any period for which Airbnb is not in breach of its obligations under this Agreement, the Taxing Jurisdiction agrees to audit Airbnb on the basis of Tax returns filed and supporting documentation. The Taxing Jurisdiction reserves the right to audit any individual Host for compliance with the Code. .

(H) The Taxing Jurisdiction agrees to audit Airbnb on an anonymized transaction basis for Taxable Booking Transactions. Except as otherwise agreed herein, Airbnb shall not be required to produce any personally identifiable information relating to any Host or Guest or relating to any Taxable Booking Transaction without binding legal process served only after completion of an audit by the Taxing Jurisdiction of Airbnb with respect to such users. The parties agree to utilize appropriate sampling audit methodologies based on a standard sample period which may be projected against the remainder of any periods open under the applicable statute of limitations, unless Airbnb elects, at its sole discretion, to undergo further audit of such open periods by the Taxing Jurisdiction.

GUEST AND HOST LIABILITY

(I) During any period in which this Agreement is effective, and provided Airbnb is in compliance with its obligations herein, Hosts shall be relieved of any obligation to collect and remit Taxes on Taxable Booking Transactions, but individual Hosts shall and shall be permitted but not required to register individually with the Taxing Jurisdiction to collect, remit and/or report Taxes if all bookings of that Host are conducted through Airbnb, or another platform which submits reports and submits taxes to the County. Notwithstanding the foregoing,

Registered Hosts shall be required to register individually with the Taxing Jurisdiction to report taxes. Notwithstanding the above, Registered Hosts will be solely responsible for directly remitting Taxes collected on Taxable Booking Transactions to the Taxing Jurisdiction. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to Taxes for transactions completed other than on the Platform, or restrict the Taxing Jurisdiction from investigating or enforcing any provision of applicable law against such users for such transactions.

WAIVER OF LOOK-BACK

(J) The Taxing Jurisdiction expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders, investors, employees and other agents from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of Taxes or other tax indebtedness, including but not limited to penalties, fines, interest or other payments relating to Taxes on any Taxable Booking Transactions prior to the Effective Date. Nothing contained in this Paragraph of this Agreement will constitute a release or waiver of any claim, cause of action or indebtedness that the Taxing Jurisdiction may have or claim to have against any Host or Guest unrelated to Taxable Booking Transactions under this Agreement.

NOTIFICATION TO GUESTS AND HOSTS

(K) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that, except with respect to Registered Hosts, it will notify (i) Hosts that Taxes will be collected and remitted to the Taxing Jurisdiction as of the Effective Date pursuant to the terms of this Agreement; and (ii) Guests and Hosts of the amount of Taxes collected and remitted on each Taxable Booking Transaction.

LIMITATION OF APPLICATION

(L) This Agreement is solely for the purpose of facilitating the administration and collection of the Taxes with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the Code or any other provisions of the laws of the United States of America or of any State or subdivision or municipality thereof. Neither Party waives, and each Party expressly preserves, any and all

arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the Code, regulations or application of law.

(L-1) If Airbnb expands the types of transactions that may be completed by Hosts and Guests on the Platform to include additional taxable services or products located in unincorporated San Benito County, and Airbnb decides in its sole discretion to collect and remit any applicable taxes with respect to such transactions on behalf of Hosts and/or Guests, Airbnb agrees to provide reasonable notice to the Taxing Jurisdiction regarding the collection and remittance of such taxes.

DURATION/TERMINATION

(M) This Agreement may be terminated by Airbnb or the Taxing Jurisdiction for convenience on 30-day written notification to the other Party. Such termination will be effective on the first day of the calendar month following the 30-day written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the Taxing Jurisdiction any Taxes collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the Taxing Jurisdiction as of the effective date of termination. Paragraphs (G) and (H) shall survive termination of this Agreement until Audits have been completed for the time period that this agreement remained in effect. Paragraph (F) shall survive termination of this agreement for those transactions completed during the effective period of this Agreement.

MISCELLANEOUS

(N) CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of California without regard to its conflict of law principles. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of San Benito, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

(O) MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

(P) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(Q) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

(R) RELATIONSHIP OF THE PARTIES. The Parties are entering into an arm's-length transaction and do not have any relationship, employment or otherwise. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(S) WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(T) FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

(U) ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party

(which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

(V) MISCELLANEOUS. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

NOTICES

(W) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street, 4th Fl.
SF, CA 94103
legal@airbnb.com

Airbnb, Inc.
Attn: Global Head of Tax
888 Brannan Street, 4th Fl.
SF, CA 94103
tax@airbnb.com

To the Taxing Jurisdiction:

County of San Benito
Joe Paul Gonzalez, County Auditor
481 Fourth St., 2nd floor
Hollister, CA 95023
E-mail: jgonzalez@cosb.us

County of San Benito
Barbara Thompson, County Counsel
481 Fourth St., 2nd floor
Hollister, CA 95023
E-mail: bthompson@cosb.us

(Signatures follow on next page)

IN WITNESS WHEREOF, Airbnb and the Taxing Jurisdiction have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

By: _____
Signature of Authorized Representative

Mirei Yasumatsu, Global Tax Director
Name and Title of Authorized Representative

SAN BENITO COUNTY, CALIFORNIA

By: _____
Signature

Mark Medina, Chair
Name and Title



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: 6.

MEETING DATE: 8/20/2019

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Barbara Thompson

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - B. THOMPSON

Approve Amendment No. 3 to legal services agreement with Thomas Law Group in additional amount not to exceed \$60,000.00 for a total not to exceed \$109,900.00; and authorize the CAO to execute an additional amendment to this agreement if necessary in the amount not to exceed an additional 20%.

SBC FILE NUMBER: 160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Thomas Law Group is currently serving as outside counsel, with an expertise in land use and CEQA. The Thomas Law Group is currently assisting county departments in the land use matter regarding the C3 zoning.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CC budget

CURRENT FY COST:

109,900

STAFF RECOMMENDATION:

Approve Amendment No. 3 to legal services agreement with Thomas Law Group in additional amount not to exceed \$60,000 for a total not to exceed \$109,900. Authorize the CAO to execute an additional amendment to this agreement, if necessary, in the amount not to exceed an additional 20%.

ADDITIONAL PERSONNEL: No**ATTACHMENTS:**

Description	Upload Date	Type
Amendment No. 3	8/13/2019	Contract Amendment
Amendment #1	8/13/2019	Contract Amendment
Amendment #2	8/13/2019	Contract Amendment
Contract	8/13/2019	Standard Contract

AMENDMENT TO CONTRACT

3

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 12, 2019.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: July 24, 2019 (Amendment to Contract #1); August 7, 2019 (Amendment to Contract #2)

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

☒ The term of the original contract is not modified.

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

b. Scope of Services. (Check one.)

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

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

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

Modified or New Scope of Services:

(Insert modified or new services.)

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

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

☐ The payment terms in the original contract (Exhibit 1) are not modified.

☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

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

New Payment Terms:

B-1. BILLING

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

☒ One month in arrears.

☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.

☐ The basis specified in paragraph B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

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

☒ a total sum not to exceed \$109,900 at Contractor's standard billing rates capped at \$325 per hour, to add additional compensation in an amount not to exceed \$60,000 to the previous Contract amount, as amended, of \$49,900.00 for the continuation of services described in Attachment A (Scope of Services) to the Original Contract pursuant to the terms and conditions of the original contract, as amended (Exhibit 1), and this amendment.

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

☒ There are no additional terms of compensation.

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

d. Other Terms. (Check one.)

☒ There are no other terms of the original contract that are modified.

☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

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

CONTRACTOR:

Name/Title: _____

Date

COUNTY:

Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Barbara Thompson, County Counsel

Date

**EXHIBIT 1
TO AMENDMENT # 3**

**ORIGINAL
CONTRACT**

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

AMENDMENT TO CONTRACT

1

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 12, 2019.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

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

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

☒ The term of the original contract is not modified.

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

b. Scope of Services. (Check one.)

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

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

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

Modified or New Scope of Services:

(Insert modified or new services.)

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

New Scope of Services:

(Insert new services.)

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

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

Modified or New Payment Terms:
(Insert modified or new payment terms.)

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

New Payment Terms:

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☒ a total sum not to exceed \$30,000.00 at Contractor's standard billing rates capped at \$325 per hour, to add additional compensation in an amount not to exceed \$20,000.00 to the Original Contract amount (\$10,000.00) for the continuation of services described in Attachment A (Scope of Services) to the Original Contract pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment.

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

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

d. **Other Terms.** (Check one.)

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

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

3. **Other Terms.**

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

CONTRACTOR:

X 
Name/Title: Trina A. Thomas, Owner

7/24/19

Date

COUNTY:

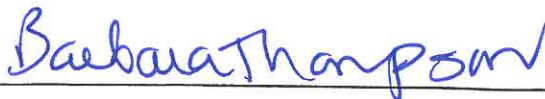


8/12/19

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



7/23/19

Date

**EXHIBIT 1
TO AMENDMENT # 1**

**ORIGINAL
CONTRACT**

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

AMENDMENT TO CONTRACT

2

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 12, 2019.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: July 24, 2019

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

☒ The term of the original contract is not modified.

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

b. Scope of Services. (Check one.)

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

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

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

Modified or New Scope of Services:

(Insert modified or new services.)

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

New Scope of Services:

(Insert new services.)

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

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

Modified or New Payment Terms:
(Insert modified or new payment terms.)

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

New Payment Terms:

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$49,900.00 at Contractor's standard billing rates capped at \$325 per hour, to add additional compensation in an amount not to exceed \$19,900.00 to the previous Contract amount, as amended, of \$30,000.00 for the continuation of services described in Attachment A (Scope of Services) to the Original Contract pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment.

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

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

d. **Other Terms.** (Check one.)

☒ [X] There are no other terms of the original contract that are modified.

☐ [] Other terms of the original contract are modified only as specified below:


Other Modified or New Terms:

(Insert other modified or new terms.)

3. **Other Terms.**

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

CONTRACTOR:




Name/Title: Tina A. Thomas

August 7, 2019

Date

COUNTY:



Ray Espinosa, CAO

8/12/19

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Barbara Thompson

Barbara Thompson, County Counsel

8/7/19

Date

**EXHIBIT 1
TO AMENDMENT # 2**

**ORIGINAL
CONTRACT**

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

C O N T R A C T

The County of San Benito ("COUNTY") and Thomas Law Group. ("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 12, 2019 and end on December 31, 2019

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 non-owned motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 1.

7. Specific Terms and Conditions (check one)

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

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Barbara Thompson

Title: County Counsel

Address: Office of County Counsel
481 Fourth St., 2nd Floor, Hollister, CA 95023

Telephone No.: 1-831-636-4040, ext. 12

Fax No.: 831-636-4044

Contract Administrator for CONTRACTOR:

Name: Amy Higuera

Title: Associate Attorney

Address: One Kaiser Plaza, Suite 875
Oakland, CA 94612

Telephone No.: 916.287.9292

Fax No.: 916.737.5858

SIGNATURES

APPROVED BY COUNTY:

Signature: Barbara Thompson/gmt
Name: Barbara Thompson
County Counsel

Date: July 24, 2019

APPROVED BY CONTRACTOR:

Signature: Amy Higuera
Name: Amy Higuera
Title: Attorney

Tax I.D.

XXXXXX 94-2840806

Date: 7/15/19

APPROVED AS TO LEGAL FORM:

Name: Barbara Thompson
Title: San Benito County Counsel

Signature: Barbara Thompson/gmt

Date: July 24, 2019

ATTACHMENT A
Scope of Services

Contractor will provide legal representation related to the Commercial Node (C3) Zoning.

END OF ATTACHMENT A.

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ _____, or
- ☒ a total sum not to exceed \$10,0000 at Contractor's standard billing rates capped at \$325 per hour.

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

☒ There are no additional terms of compensation.

END OF ATTACHMENT B.

ATTACHMENT C-Standard 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 negligent, reckless or wrongful 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 non-owned motor vehicles 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 ensure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three-year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

Revised 9/06

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.



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: 7.

MEETING DATE: 8/20/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY – T. BELTON, INTERIM

Approve contract Amendment #2 for Shared Vision Consulting for Child Welfare Services in the amount of \$250,000 for a total sum not to exceed \$631,120.00.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Health and Human Services Agency (HHSA) has been working with Shared Vision Consulting over the past few years to write program plans for and provide technical assistance to the new State mandated Child Welfare programs that include the 5 year County Self Assessment, Peer Review, System Improvement Plan (SIP) with annual reports and plan updates, Family Approval Program (RFA), Continuum of Care Reform Initiatives (CCR) and Foster Parent Recruitment Retention and Supports (FPRRS).

HHSA continues to use Shared Vision Consulting for training of staff in these new programs and will help to track and monitor program outcomes for reporting purposes.

Due to the on-going Social Worker Supervisor vacancies there is a need for increased professional

assistance with ongoing consultation and planning with management team and staff and on-going coaching, support and mentoring of social worker staff and induction training implementation for all staff. This amendment will add an additional 1,562.5 hours of services.

The contract is for a three year term – July 1, 2017 through June 30, 2020. The not to exceed amount for this fiscal year is \$250,000 (\$631,120 for the contract) and will be funded through HHSA CWS Federal and Local Realignment funds. There is no effect on the County General Fund. This contract is included in the HHSA budget for this fiscal year.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285.1000.619.250

CURRENT FY COST:

\$250,000

STAFF RECOMMENDATION:

Approve and authorize the Chair to sign contract Amendment #2 for Shared Vision Consulting for Child Welfare Services in the amount of \$250,000 for a total sum not to exceed \$631,120.00

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

Shared Visions Contract Amendment #2

Upload Date Type

8/1/2019

Standard Contract

SECOND AMENDMENT TO CONTRACT

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2017.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: October 9, 2018

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

☒ The term of the original contract is not modified.

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

b. Scope of Services. (Check one.)

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

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

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

Modified or New Scope of Services:

Additional 1,562.5 hours of services.

c. Payment Terms. (Check one.)

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

Modified or New Payment Terms:

Payment terms are modified to add \$250,000 for additional work load as amended in the scope of work as defined in section 2b.

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

New Payment Terms:

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$ 631,120.

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

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

- ☐ There are no additional terms of compensation.
☒ The following specific terms of compensation shall apply:
Hourly rate for services is \$160.00.

d. Other Terms. (Check one.)

[X] There are no other terms of the original contract that are modified.

[] Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

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

CONTRACTOR

Lisa Makarov

Name/Title:

Name/Title: President
COUNTY: Shared Vision Consultants

COUNTY

San Benito County Board of Supervisors

July 10th, 2019

Date _____

Mark Medina, Chair

Date _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Mr. J. V. D.

8-1-2019

Date _____

EXHIBIT 1
TO AMENDMENT # 2

ORIGINAL
CONTRACT

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

FIRST AMENDMENT TO CONTRACT

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2017.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

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

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

☒ The term of the original contract is not modified.

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

b. Scope of Services. (Check one.)

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

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

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

Modified or New Scope of Services:

The Scope of Services is being modified to include the following:

Deliverable	Description
Consultation and planning with management team and staff,	1. Through meetings and phone consultations, develop a plan address the various project elements and deliverables. 2. Monitor the process and provide feedback to the management team. 3. Review policies, procedures and data and develop recommendations for data corrections input and processes.

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$ 381,120,

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

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

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

d. Other Terms. (Check one.)

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

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

3. Other Terms.

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

EXHIBIT 1
TO AMENDMENT #_1_____

ORIGINAL
CONTRACT

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

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Shared Vision Consultants ("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 7/1/2017, and end on 6/30/2020, 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: California State Minimum

6. Termination.

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

Title: Deputy Director_____

Address: 1111 San Felipe Rd Ste 206_____

Hollister, California 95023

E-Mail: mcorona@cosb.us

Telephone No.: 831-636-4190_____

Fax No.: 831-637-2910_____

Contract Administrator for CONTRACTOR:

Name: Lisa Molinar_____

Title: President_____

Address: 8054 Via Zapata_____

Dublin, CA 94568_____

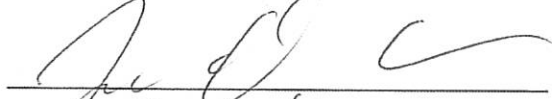
E-Mail: lisa@sharedvisionconsultants.com

Telephone No.: 925-519-8811_____

Fax No.: NA_____

SIGNATURES

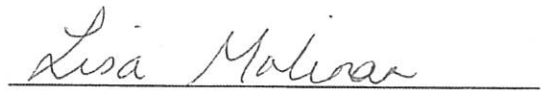
APPROVED BY COUNTY:


Name: Jaime DeLaCruz

Chair, San Benito County Board of Supervisors

Date: 10/10/17

APPROVED BY CONTRACTOR:

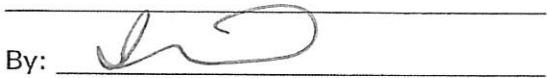

Name: LISA MOLINAR

Title: PRESIDENT SVC

Date: 8/23/2017

APPROVED AS TO LEGAL FORM:

Matthew W. Granger, San Benito County Counsel

By: 

Date: 9-21-17

ATTACHMENT A
Scope of Services

CONTRACTOR:

San Benito County, 3-year services contract from 7/1/2017 through 6/30/2020. To Include:
5 year SIP Report Development;
3 annual SIP progress reports;
3 years technical assistance with CCR, RFA, FPPRS, FFA and Staff Training

Contact

Lisa Molinar, President
Shared Vision Consultants
lisa@sharedvisionconsultants.com
925-519-8811

Project Deliverables and Timeline for Execution

Over the next 3 years, Shared Vision Consultants, Inc. (SVC) shall assist San Benito County with facilitation and Implementation of multiple State required programs. These will include:

- 1) Development of the 5-year, County Self Assessment, Peer Review and SIP Report, due in 2019 – Item 1
- 2) 3 annual SIP progress reports, due 2017, 2018 and 2020 – Item 2; and
- 3) 3 years technical assistance with CCR, RFA, FPPRS, FFA – Item 3

Each of these programs requires an intensive examination and assessment of outcomes for children in the Child Welfare and Probation systems. Each requires assessment of data and outcomes, research on best practices, examination and possible implementation of new programming, and written reports documenting the process. In addition, the 5-year SIP report will require a full County Self Assessment and Peer Review. The finalized report will necessitate presentations in regards to findings to CDSS and the San Benito County Board of Supervisors that layout the current strengths and gaps in services for the children and families of San Benito County. Shared Vision Consultants will assist in facilitating all of these processes.

Over the years, Shared Vision Consultants has provided this assistance to multiple Counties, including San Benito, Los Angeles, Marin, San Mateo, El Dorado, Santa Clara, Santa Cruz, Kern, Sacramento, Napa, Sonoma, and more.

This contract shall cover the period of July 1, 2017 through June 30, 2020

Total Contract amount For 3 years			\$101,120
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Resources

These projects will be led by Lisa Molinar, President of SVC and will utilize a team of experts to develop these reports. This will enable SVC to meet the timelines delineated above.

References

Angela Valdez, Program Administrator, Children's Residential Program, Community Care Licensing Division

Angela.Valdez@dss.ca.gov

Barrett Johnson, Former In-Service Director at CalSWEC and currently Manager in San Francisco County

Barrett.johnson@sfgov.org

Previous Program development and implementation

Shared Vision Consultants (SVC) has been an integral part of assisting the state and counties with program development and implementation for many years. Program development, training development and implementation at the state level has included, most recently, Resource Family Approval, SIP development, Child and Family Team Curriculum for Katie A. implementation and the 101 Assessment modules for common core. www.calswec.edu.

In addition, SVC is working on assisting with the Continuum of Care Reform (CCR) statewide, and assisting counties with integrating CCR, RFA and FPPRS. Additional Program Development information available upon request.

ITEM 1

Project deliverables for Item 1. Development of the 5-year, County Self Assessment, Peer Review and SIP Report, due in 2019

Deliverable 1 - 5 year SIP	Date	Description
CSA and SIP Development consultation	Duration of contract	Monthly meetings between San Benito County staff, and when appropriate, California Department of Social Services (CDSS) to provide updates on CSA and SIP processes and problem solve. Develop agendas and minutes of meetings. Assist and facilitate presentations in regards to findings of the CSA and SIP.
Implementation of Focus groups	3/15/18 – 10/30/18	Conduct up to eight groups for the CSA and SIP. This will include the development of questions, facilitation and

		compilation of notes for each focus group.
Focus group support requirements	3/15/18 – 10/30/18	Provide refreshments, incentives and other items for the focus group participants.
Stakeholders meetings	3/15/18- 10/30/18	Conduct up to five stakeholders meetings, including agenda development, presentations, handouts and compilation of notes from meetings.
Survey outreach	3/15/18-10/30/18	Develop and analyze surveys for up to 6 groups. Potential groups may include: CWS parents, CWS Spanish speaking parents, Probation Parents, Probation Spanish speaking parents, foster parents, Spanish speaking foster parents.
Stakeholders outreach	3/15/18 – 10/30/18	Conduct up to three telephone interviews for individuals who are unable to attend stakeholders meetings, or are in a single own category (judge, tribal staff, etc.) This will include interview tool, scheduling and compilation of notes.
Peer Review	TBD	Prepare power points. Welcome and overview, team building, and any other necessary handouts. Facilitate 3 day Peer Review, commencing at 1 pm on the start date to be decided and concluding at 12 on the end date.
Travel and Administrative costs	Duration of contract	Handout development, SVC travel costs for focus groups, peer review and meetings, administrative assistance as needed.
Data pulls research/review	duration of contract	Pull data and assist in data analysis.
CSA Report writing	Draft by 2/1/2019	Assist in the development of a draft of the CSA report.
CSA Report writing	Final by 3/14/2019	Assist in the final preparation of the CSA report including revisions
SIP Report writing	Final by 6/14/2019	Assist in the development of a draft of the SIP report.
SIP Report writing	Final by 8/14/2019	Assist in the writing of the SIP final report including revisions.

Service Methodology

Peer Review, Stakeholders groups, Focus groups and planning meetings shall take place in San Benito County at a time and location mutually agreed upon by the department and SVC.

Pricing

The following table details the pricing for delivery of Services 1. 5-year County Self Assessment, Peer Review and SIP Report.

Pricing Deliverables 1 – 5 year SIP	Cost	Maximum
Monthly meetings	\$130 hr.	Not to exceed \$4,800
Focus Groups	\$600. Per focus group	Maximum of 7 groups / \$4,200
Focus group support	Varies depending on community members or staff	\$600.
Stakeholder meetings	\$1000. Per meeting,	Maximum of 4 meetings/ \$4,000
Surveys and analysis	\$600 per group, up to 6 groups	up to \$3,600
Phone Interviews	\$130./hr	Max of 4 hours/ \$520
Peer Review	Flat Fee	\$5,000
Administrative Assistance	\$55./hr	\$2,500
Peer Review Hotel and Travel	costs to be in accordance with the Government standard rate at the time of purchase, upon presentation of receipts.	Not to exceed \$5,000
Data pulls research and review	\$130./hr	\$2,500
Writing CSA and SIP	\$130./hr	\$12,000
Total		Not to exceed \$44,720

ITEM 2

Project deliverables for Item 2. 3 Annual SIP progress reports, due 2017, 2018 and 2020

Deliverable 2 - 3 annual SIP Progress Reports	Dates	Description
A. SIP Progress Report Due 2017		
SIP consultation	1/1/2017 – 6/30/2017	Consultation with County Staff, CDSS and project staff, to discuss measures, outcomes and updates.
Data pulls research and review	1/1/2017 – 4/30/2017	Pull data and assist in data analysis.
SIP Progress Report writing	3/1/2017 – 5/1/2017	Assist in the writing of the SIP Progress Report Draft.
Revisions and Finalization of SIP Progress Report	6/30/17	Obtain Feedback, make revisions and finalize the SIP Progress report, due by August 14, 2017
B. SIP Progress Report Due 2018		
SIP Progress consultation	1/1/2018 – 6/30/2018	Consultation with County Staff, CDSS and project staff, to discuss measures, outcomes and

		updates.
Data pulls research and review	1/1/2018 – 4/30/2018	Pull data and assist in data analysis.
SIP Progress Report writing	3/1/2018 – 5/1/2018	Assist in the writing of the SIP Progress Report Draft.
Revisions and Finalization of SIP Progress Report	6/30/2018	Obtain Feedback, make revisions and finalize the SIP Progress report., by August 14, 2018
C. SIP Progress Report Due 2020		
SIP Progress consultation	1/1/2020 – 6/30/2020	Consultation with County Staff, CDSS and project staff, to discuss measures, outcomes and updates.
Data pulls research and review	1/1/20120 – 4/30/2020	Pull data and assist in data analysis.
SIP Progress Report writing	3/1/2020 – 5/1/2020	Assist in the writing of the SIP Progress Report Draft.
Revisions and Finalization of SIP Progress Report	6/30/20	Obtain Feedback, make revisions and finalize the SIP Progress report, due by August 14, 2020

Pricing

The following table details the pricing for delivery of Services 2_3 annual SIP progress reports. Please note, the amount for 2020 has a slight increase .

Pricing Deliverable 2 – 3 Annual SIP Progress Reports	Hours	Per Hour	Cost
SIP Progress consultation	5	\$130	\$ 650.
Data pulls research and review	5	\$130	\$ 650.
Writing SIP Progress Report	14	\$130	\$1820.
Revisions and Finalization of Progress Report	6	\$130	\$ 780.
Total per year, 2017 and 2018	30 hours	\$130	\$3,900 ea yr
Total for 2020	30 hours	\$135.	\$4,050
Total for all three years			\$11,850

ITEM 3

Project deliverables for Item 3. Technical Assistance with 3 years technical assistance with CCR, RFA, FPPRS, FFA

Deliverable 3. Technical Assistance	Dates	Description
Continuum of Care Reform	As needed for Duration of contract	<p>Provide consultation services for the C-CFSR</p> <ul style="list-style-type: none"> ➤ Coordinate CCR issues with the CSA. ➤ Assist in the development of strategies for inclusion in the System Improvement plan. ➤ Develop processes to engage stakeholders. ➤ Provide technical assistance as needed and appropriate for any finding in the CSA that drives HHSA's System Improvement Plan. For example family finding and building family home capacity within San Benito County.
Resource Family Approval Process	As needed for Duration of Contract	<p>Annually Review the RFA plan and assist in revision.</p> <ul style="list-style-type: none"> ➤ Collaborate with CWS and Probation staff to determine processes and procedural activities that will facilitate program implementation. ➤ Identify barriers and challenges to be addressed in advancing the program.
Foster Family Agency	As needed for Duration of contract	Research regarding the development of an FFA.
Foster and Relative Caregiver Recruitment Retention and Support Plan	As needed for Duration of contract	<p>Annually, meet and review prior years plan. Provide a draft for the upcoming year and assist in the development and finalization of the plan. Track and monitor the written plan through completion and submission to the State.</p> <ul style="list-style-type: none"> ➤ Refine past community strategies and present current focus of RRS funding. <ul style="list-style-type: none"> • Provide a range of strategies for recruitment, including those identified in the Peer Review Process. • Develop strategies for supporting Resource Families • Identify and provide solutions to barriers to retention, recruitment and support. <p>Assist in drafting and evolving the RRS 2017-20 fund utilization reports.</p> <ul style="list-style-type: none"> ➤ Identify required data ➤ Evaluate and summarize data ➤ Identify barriers and challenges

Pricing

The following table details the pricing for delivery of Services 3. Technical Assistance. Please note, the amount for 2020 has a slight increase

Pricing	Maximum Hours per year/total for 3 years	Cost Per Hour 2017-2019 \$130/hr. 2020-\$135/hr.	Maximum Cost
CCR	20/60		Not to exceed \$2700/yr.
RFA	30/90		Not to exceed \$4050/yr.
FFA	20/60		Not to exceed \$2700/yr.
FPPRS	40/120		Not to exceed \$5400/yr.
Total	110/330		Not to exceed \$14,850/yr. Not to exceed \$44,550/3 years

COUNTY:

Provide program coordination with state agencies.

Assign staff to work with Contractor and state agencies.

Provide necessary program oversight, support, and administration.

END OF ATTACHMENT A.

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

☒ One month in arrears.

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

☒ The basis specified in paragraph B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

☐ a total lump sum payment of \$, or

☒ a total sum not to exceed \$ 101,120.00 (one hundred and one thousand, one hundred and twenty dollars, for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

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

☐ There are no additional terms of compensation.

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

Contractor shall submit monthly invoices for hourly work detailing all activities performed and time spent on each activity by Item #. Time shall be billed in 15 minute increments at the rate stated by year performed with the exception of travel.

- a) The following table details the pricing for delivery of Services Item 1. 5-year County Self Assessment, Peer Review and SIP Report.

Pricing Deliverables I – 5 year SIP	Cost	Maximum
Monthly meetings	\$130 hr.	Not to exceed \$4,800
Focus Groups	\$600. Per focus group	Maximum of 7 groups / \$4,200
Focus group support	Varies depending on community members or staff	\$600.
Stakeholder meetings	\$1000. Per meeting,	Maximum of 4 meetings/ \$4,000
Surveys and analysis	\$600 per group, up to 6 groups	up to \$3,600
Phone Interviews	\$130./hr	Max of 4 hours/ \$520
Peer Review	Flat Fee	\$5,000
Administrative Assistance	\$55./hr	\$2,500
Peer Review Hotel and Travel	costs to be in accordance with the Government standard rate at the time of purchase, upon presentation of receipts.	Not to exceed \$5,000
Data pulls research and review	\$130./hr	\$2,500
Writing CSA and SIP	\$130./hr	\$12,000
Total		Not to exceed \$44,720

- b) The following table details the pricing for delivery of the services Item 2. 3 Years Annual SIP Progress Reports. Please note, the amount for 2020 has a slight increase .

Pricing Deliverable II – Annual SIP Progress Reports	Hours	Per Hour	Cost
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SIP Progress consultation	5	\$130	\$ 650.
Data pulls research and review	5	\$130	\$ 650.
Writing SIP Progress Report	14	\$130	\$1820.
Revisions and Finalization of Progress Report	6	\$130	\$ 780.
Total per year, 2017 and 2018	30 hours	\$130	\$3,900
Total for 2020	30 hours	\$135.	\$4,050
Total for all three years			\$11,850

- c) The following table details the pricing for delivery of the services Item 3. Technical Assistance. Please note, the amount for 2020 has a slight increase .

Pricing	Maximum Hours per year/total for 3 years	Cost Per Hour 2017-2019 \$130/hr. 2020-\$135/hr.	Maximum Cost
CCR	20/60		Not to exceed \$2700/yr.
RFA	30/90		Not to exceed \$4050/yr.
FFA	20/60		Not to exceed \$2700/yr.
FPPRS	40/120		Not to exceed \$5400/yr.
Total	110/330		Not to exceed \$14,850/yr. Not to exceed \$44,550/3 years

Accounting contact for COUNTY:

Name: Stephanie Churchill_____

Title: Fiscal Accounting Technician_____

Address: 1111 San Felipe Rd Ste 206_____

Hollister, California 95023

E-Mail: schurchill@cosb.us_____

Telephone No.: 831-634-4979_____

Fax No.: NA_____

Accounting contact for CONTRACTOR:

Name: Lisa Molinar_____

Title: President_____

Address: 8054 Via Zapata_____

Dublin, CA 94568_____

E-Mail: lisa@sharedvisionconsultants.com

Telephone No.: 925-519-8811_____

Fax No.: NA_____

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

ATTACHMENT D

PUBLIC SOCIAL SERVICES INFORMATION CONFIDENTIALITY STATEMENT Consultants and Independent Contractors Accessing Child Protective Services Records

The Health & Human Services Agency (H&HSA) is responsible for securing confidential information from individuals and families for purposes of providing public social services. H&HSA takes this responsibility seriously. By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Child Protective Services case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the San Benito County Health and Human Services Agency – Child Protective Services Department.

You may only access confidential information if you have a specific program business need for that information in the performance of your contract with County. You may only disclose confidential information to the contract administrator, child welfare staff, Agency Director or Child Welfare Deputy Director or other individuals specifically named in the contract with County. If you access confidential information without a specific program business need or if you disclose confidential information to any person other than those specified in the contract or this confidentiality statement, your contract may be immediately terminated by the County, and you may be subject to criminally fines or penalties.

By your signature and initials below, you acknowledge that confidential child protective services information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144, and California W&I Code §10850.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

I certify that, in order to ensure the confidentiality and security of data, I agree to:

- ☒ *LM* Access, distribute, share, and retain confidential data only as authorized and only as needed to conduct Agency business as required to perform my contract scope of services.
- ☒ *LM* Store under secure conditions all confidential data that I retain and ensure its confidential and timely destruction when no longer needed to fulfill the services under my contract.
- ☒ *LM* Respect the confidentiality and privacy of individuals whose data I access.
- ☒ *LM* Protect confidential information located at my place of business.
- ☒ *LM* Report immediately to the County any and all apparent and suspected security breaches of County confidential information.

I Certify that I agree NOT to:

- ☒ *LM* Discuss verbally or distribute in electronic or printed formats any confidential data except as authorized and as needed to perform my contract scope of services.
- ☒ *LM* Make unauthorized copies of confidential data.
- ☒ *LM* Engage in any activity that would compromise the security or confidentiality of data held in County records.

I certify that I have read, understand and initialed the confidentiality statement printed above and agree to comply with them.

LISA MOLINAR
CONTRACTOR NAME

Lisa Molinar
SIGNATURE

9/15/2017
Date

ATTACHMENT D

ATTACHMENT E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM

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

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



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: 8/20/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH & HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve and Authorize the Chair to sign a Contract Amendment with Community Solutions to clarify the persons to be included for travel.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On May 7, 2019 your Board approved a contract with Community Solutions for the provision of and training for Commercially Sexually Exploited Children (CSEC).

Community Solutions is a Non-Profit agency that provides a comprehensive spectrum of prevention, intervention, treatment, and residential services to the communities of Santa Clara and San Benito Counties. They provide services and support to help children, families, and individuals overcome the challenges posed by mental health issues, substance abuse, trauma, severe family dysfunction, sexual and domestic violence, and human trafficking.

Community Solutions is uniquely qualified to provide the following CSEC program services on behalf of the County to implement the CSEC training provisions of Welfare and Institutions Code section

16524.7(a)(3)(B) and 16524.7(a)(4)(A) targeting county child workers and out of home caregivers, and foster youth who are who are at risk of being commercially sexually exploited. Training partners will utilize a range of curricula and modalities to reach many training populations.

This contract included funding for 10 county staff to attend the JUST Conference.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285.1000

CURRENT FY COST:

71,850

STAFF RECOMMENDATION:

Approve and Authorize the Chair to sign a Contract Amendment with Community Solutions to clarify the persons to be included for travel.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

Community Solutions Contract Amendment #1

Upload Date

8/14/2019

Type

Contract Amendment

AMENDMENT #1 TO CONTRACT

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

1. Existing Contract.

- a. **Initial Contract.** COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated May 7, 2019.
- b. **Prior Amendments.** The initial contract previously has not been amended.
- c. **Incorporation of Original Contract.** The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

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

- a. **Term of the Contract.** The term of the original contract is not modified.
- b. **Scope of Services.** The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

3. Coordinate registration, travel and lodging for up to 10 CSEC team members which include representatives from County Probation, County Mental Health, County Public Health, Juvenile Court, County Office of Education, County Sheriff's Department and Community Solutions and other providers/individuals as designated by County.

- c. **Payment Terms.** The payment terms in the original contract (Exhibit 1) are modified only as specified below: (Check one.)

Modified or New Payment Terms:

B-4. SPECIAL COMPENSATION TERMS: The following specific terms of compensation shall apply: (Specify)

- b) The budget for the CONTRACTOR is outlined as follows:

Just Conference

- Include travel (air fare), lodging, registration for 10 CSEC team members which include representatives from County Probation, County Mental Health, County Public Health, Juvenile Court, County Office of Education, County Sheriff's Department and Community Solutions and other providers/individuals as designated by County.

d. **Other Terms.** There are no other terms of the original contract that are modified.

3. **Other Terms.**

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

CONTRACTOR


Name/Title: Erin O'Brien Pres/CEO

Date

COUNTY


San Benito County Board of Supervisors

_____, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



8-13-2019
Date

EXHIBIT 1
TO AMENDMENT # _____

ORIGINAL
CONTRACT

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



**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: 9.

MEETING DATE: 5/7/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim Director

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve Contract with Community Solutions for Training and Other Activities for the Commercially Sexually Exploited Children's (CSEC) Program in the amount of \$71,850.00.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Community Solutions is a Non-Profit agency that provides a comprehensive spectrum of prevention, intervention, treatment, and residential services to the communities of Santa Clara and San Benito Counties. They provide services and support to help children, families, and individuals overcome the challenges posed by mental health issues, substance abuse, trauma, severe family dysfunction, sexual and domestic violence, and human trafficking.

Community Solutions is uniquely qualified to provide the following CSEC program services on behalf of the County to implement the CSEC training provisions of Welfare and Institutions Code section 16524.7(a)(3)(B) and 16524.7(a)(4)(A) targeting county child workers and out of home caregivers, and foster youth who are who are at risk of being commercially sexually exploited. Training partners will utilize a range of curricula and modalities to reach many training populations.

The contract term is May 7, 2019 to June 30, 2019 with the exception of the Youth Conference to be held in the fall of 2019. The contract is funded from the State CSEC allocation.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285

CURRENT FY COST:

71,850

STAFF RECOMMENDATION:

Approve Contract with Community Solutions in the amount of \$71,850.00 and authorize Board Chair to sign.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation (5/0 vote).

ATTACHMENTS:

Description	Upload Date	Type
Community Solutions Contract	4/26/2019	Standard Contract

REVIEWERS:

Department	Reviewer	Action	Date
Health and Human Services Agency	Larca, Cynthia	Approved	4/26/2019 - 7:02 PM
Health and Human Services Agency	Larca, Cynthia	Approved	4/26/2019 - 7:03 PM
Health and Human Services Agency	Valencia, Irma	Approved	4/26/2019 - 7:05 PM
Health and Human Services Agency	Larca, Cynthia	Approved	4/26/2019 - 7:08 PM
Health and Human Services Agency	Slibisager, Janet	Approved	4/29/2019 - 11:51 AM
County Administration Office	Slibisager, Janet	Approved	4/29/2019 - 11:51 AM

CONTRACT

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

1. **Duration of Contract.**

This contract shall commence on May 7, 2019, and end on June 30, 2019, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

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

6. **Termination.**

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

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

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Tracey Belton
Title: Interim Director

Address: 1111 San Felipe Rd. #205
Hollister, Ca. 95023

E-Mail: tbelton@cosb.us

Telephone No.: (831) 630-5146

Fax No.: (831) 637-2910

Contract Administrator for CONTRACTOR:

Name: Erin O'Brien
Title: CEO/Executive Director

Address: 9015 Murray Ave Suite 100
Gilroy, Ca. 95020


E-Mail: E.O'Brien@communitysolutions.org

Telephone No.: (408) 846-4776

Fax No.: N/A

SIGNATURES


APPROVED BY COUNTY:


Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: May 7th, 2019

APPROVED BY CONTRACTOR:


Name: Erin O'Brien

Title: President / CEO

Date: 4-24-19

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: 

Date: 4-26-2019

ATTACHMENT A Scope of Services

CONTRACTOR agrees to provide the following CSEC program services on behalf of COUNTY to implement the CSEC training provisions of Welfare and Institutions Code section 16524.7(a)(3)(B) and 16524.7(a)(4)(A) targeting county child workers and out of home caregivers, and foster youth who are who are at risk of being commercially sexually exploited. Training partners will utilize a range of curricula and modalities to reach many training populations.

CONTRACTOR SHALL:

1. Facilitate monthly CSEC meeting beginning in May 2019 for CSEC workgroup to review interagency collaboration
2. Host bi-annual CSEC Steering Committee
3. Coordinate registration, travel and lodging for up to 10 San Benito County staff to attend the JUsT Conference on juvenile sex trafficking to take place on October 15-17, 2019.
4. Provide professional development workshop series on trauma informed care. The target audience for the workshops will be Probation, Child Welfare, Law Enforcement, Behavioral Health, and other professionals. The workshops will consist of the following:
 - 3- Session Series on Trauma-Informed Care – 3 hours each
 - Session 1: Introduction to Trauma-Informed Care
 - Session 2: Intergenerational Trauma
 - Session 3: Vicarious Trauma & Self-Care
5. Provide community development workshop series on trauma informed care. The workshops shall consist of the following:
 - 3- Session Series on Trauma-Informed Care – 3 hours each
 - Session 1: Resiliency Film Screening and Intergenerational Café Kick-off
 - Session 2: Understanding Trauma and Intergenerational Impact : An Intergenerational Dialogue
 - Session 3: Our Trauma-Sensitive Vision for our Community: An Intergenerational Think Tank
6. Provide Confidentiality Training
7. Provide CSEC Survivor generational trauma training

8. Provide incentives and other appropriate items to support at-risk youth and survivors.

COUNTY SHALL:

1. Attend multidisciplinary team meetings.
2. Attend Steering Committee meetings.
3. Attend JUsT Conference.
4. Promote and attend Youth events.
5. Promote and attend trainings.
6. Provide referrals for youth involved with Child Welfare and youth deemed at-risk.

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

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

☒ contingent on board approval, COUNTY will pay CONTRACTOR a total sum not to exceed \$ 71,850 (Seventy one thousand eight hundred and fifty dollars), for services rendered through June 30 pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B. Personnel and operating expenses incurred in the implementation of this contract will be included in the final invoice.

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

☐ There are no additional terms of compensation.

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

- a) CONTRACTOR will invoice COUNTY for each event upon its conclusion, supplies, incentives and Youth Conference amounts to be reimbursed based on actual receipts. Said purchases must be made before June 10th and receipts submitted with invoice by June 15, 2019.

b) The budget for the CONTRACTOR is outlined as follows:

<u>Meetings & Protocol Facilitation</u>	\$2,500
• Staff salaries and benefits	
<u>Trauma Informed Care Learning Series</u>	\$15,000
• Professional Series (\$ 5,000)	
• Community Series (\$10,000)	
<u>CSEC Survivor-Generational Trauma Presentation</u>	\$ 1,000
<u>Confidentiality Training</u>	\$ 4,250
<u>Just Conference</u>	\$15,250
• Include travel (air fare); lodging, registration for 10 county staff	
<u>Youth Event Supplies and Incentives</u>	\$15,000
<u>Youth Conference – Fall 2019</u>	\$7,350
• Supplies & Incentives purchased by 6/10/2019	
<u>Administrative/Operational Overhead</u>	\$11,500

Accounting contact for COUNTY:

Name: Casey Estorga

Title: Fiscal Officer

Address: 1111 San Felipe Rd Ste 103

Hollister, California 95023

E-Mail: cestorga@cosb.us

Telephone No.: (831) 630-5179

Fax No.: NA

Accounting contact for CONTRACTOR:

Name: Erin O'Brien

Title: CEO/Executive Director

Address: 9015 Murray Ave Suite 100

Gilroy, Ca. 95020

E-Mail: Erin.Obrien@communtysolutions.org

Telephone No.: (408) 846-4772

Fax No.: (408) 778-9672

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.



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: 9.

MEETING DATE: 8/20/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Harry Mavrogenes

AGENDA ITEM PREPARER: Gregory J. Bucknell, PE

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY – H. MAVROGENES

Accept all bids for the Shore Road Bridge (43C0012) & San Felipe Road Bridge (43C0051) Replace Guard Railings – STPLX-5943(057) PWB-1908, find Bugler Construction as the lowest responsive responsible bidder; award contract to Bugler Construction in the amount of \$595,371.00; approve contract and authorize the RMA Director to execute the contract upon receipt of all contract documents required in the Invitation For Bids, and authorize the RMA Director to issue change orders in an amount of not to exceed \$42,268.55 (Contract Contingency Amount).

SBC FILE NUMBER: 105

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

This project is funded under the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) to upgrade the safety of bridge barrier systems of two existing bridge structures. The project was re-initiated and funds re-obligated in 2009 after losing its initial funding due to project delivery issues. The preliminary engineering phase of the project is now complete and the

project has received, through Caltrans, the required Federal Authorization to Proceed with Construction and to advertise the project.

This project includes the construction of bridge barrier rails and approach rails to replace the existing system at Shore Road over Tequisquita Slough Overflow Bridge located east of Frazier Lake Road and west of Lake Road and at San Felipe Road over branch of Santa Ana Creek Bridge located north of State Route 156 (Pacheco Pass Highway).

The plans and specifications for this project were adopted by the Board and authorized the advertisement for bids on May 21, 2019. Bids were due on June 27, 2019 and four bids were received. Staff has identified Bugler Construction as the lowest responsive responsible bidder. The other bids received were from Granite Rock Company in the amount \$736,354.00, Joseph J. Albanese, Inc. in the amount of \$741,387.00, and Viking Construction Company in the amount of \$886,320.00. The Engineer's Estimate was \$645,423.66.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Staff respectfully recommends that the Board:

1. Accept all bids received for the Shore Road Bridge (43C0012) & San Felipe Road Bridge (43C0051) Replace Guard Railings – STPLX-5943(057) PWB-1908;
2. Find Bugler Construction as the lowest responsive bidder;
3. Award contract to Bugler Construction in the amount of \$595,371.00;
4. Approve contract and authorize the RMA Director to execute the contract upon receipt of all documents required in the Invitation for Bids; and
5. Authorize the RMA Director to issue contract change orders in an amount not to exceed \$42,268.55.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
CONTRACT DOCUMENTS	7/25/2019	Other
BID OPENING FORM	7/25/2019	Other

CONTRACT



COUNTY OF SAN BENITO STATE OF CALIFORNIA

THIS CONTRACT, made and entered into this 20 day of August, 2019 between County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and Bugler Construction, hereinafter referred to as Contractor;

WHEREAS, the San Benito County Board of Supervisors caused specifications for the work hereinafter mentioned to be prepared, and approved specifications; and

WHEREAS, the San Benito County Board of Supervisors caused to be noticed for the time and in the manner required by law a Notice inviting sealed Proposals for the performance of the work described in the specifications; and

WHEREAS, Contractor, in response to the Notice, submitted a sealed Proposal for the performance of the work specified in the specifications to the San Benito County Board of Supervisors within the time and in the manner specified in the Notice; and

WHEREAS, in the manner provided by law, the San Benito County Board of Supervisors received, publicly opened and canvassed the Proposals submitted in response to the Notice, including the Proposal submitted by Contractor; and

WHEREAS, Contractor was the responsive, responsible Proposal Submitter for the performance of said work, and the San Benito County Board of Supervisors, as a result of the canvass of Proposals submitted, determined and declared Contractor to be the responsive, responsible Proposal Submitter for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

Shore Road bridge (43C0012) & San Felipe Road Bridge (43C0051)

COUNTY PROJECT NO. PWP-1908

FEDERAL AID PROJECT NO. STPLX-5943(057)

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the request For Proposal package, including all of the CONTRACT DOCUMENTS.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fifteen (15) calendar days after the date of the Notice To Proceed and will complete the same within twenty-five (25) working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Five Hundred Ninety-Five Thousand Three Hundred Seventy-Five and Zero Cents (\$595,371.00).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
 - a. REQUEST FOR PROPOSAL "THE PROPOSAL PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) REQUEST FOR PROPOSAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (a) NOTICE TO CONTRACTORS: REQUEST FOR PROPOSAL
 - (b) PROPOSAL LIST/SCHEDULE
 - (c) GENERAL PROVISIONS: SAN BENITO COUNTY PUBLIC WORKS AND ROADS PROJECTS
 - (d) SPECIAL PROVISIONS
 - (2) ADDENDA:
No. _____, dated _____
 - b. THE ACCEPTED PROPOSAL; INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) PROPOSAL SUBMITTER'S BOND
 - (2) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
 - (3) PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
 - (4) PUBLIC CONTRACT CODE SECTION 10232 STATEMENT
 - (5) PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT (DEBARMENT AND SUSPENSION CERTIFICATION)
 - (6) NON-COLLUSION AFFIDAVIT
 - (7) PROPOSAL LIST/SCHEDULE
 - (8) SIGNATURE SHEET
 - (9) LIST OF SUBCONTRACTORS
 - (10) ADDENDUM ACKNOWLEDGEMENT
 - (11) CERTIFICATE AS TO WORKER'S COMPENSATION
 - (12) AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

- c. NOTICE OF AWARD
- d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR
- e. PERFORMANCE BOND
- f. PAYMENT BOND
- g. NOTICE TO PROCEED
- h. FUTURE CHANGE ORDERS
- i. FEDERAL WAGE RATES (beta.SAM.gov) - **ATTACHMENT**
- j. FHWA-1273, REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS - **ATTACHMENT**

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the CONTRACTOR'S PROPOSAL, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of the PROPOSAL conflicting herewith. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

- 6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
- 7. In lieu of the COUNTY retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
- 8. Eight (8) hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him, in the performance of the contract, shall not require more than eight (8) hours of labor in any calendar day, or more than forty (40) hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to the County, twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of such Labor Code.

9. The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the COUNTY does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, and the Division of Labor Standards Enforcement. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.
12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, Contractor agrees as follows:
 - a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor shall, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex,

sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.

- c. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
14. The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: Deems Katada, PE

Title: Interim Senior Engineer

Address: San Benito County - RMA - PWD

2301 Technology Parkway, Hollister, CA 95023

Phone: 831-902-2270

E-mail: dkatada@cosb.us

CONTRACTOR'S
Contract Administrator:

Name: Glen Bugler

Title: President

Address: Bugler Construction

4847 Hopyard Road, Suite 4-395

Pleasanton, CA 94588

Phone: 925-416-0700

Cell: 510-579-8711

FAX: 925-416-7756

E-mail: buglerconst@comcast.net

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and San Benito County Counsel.

IN WITNESS WHEREOF, County of San Benito and Contractor have caused this Agreement to be signed as of the day and year first above written.

CONTRACTOR (FIRM)

Date_____

Glenn Bugler President

Address: Bugler Construction

4847 Hopyard Road, Suite 4-395

Pleasanton, CA 94588

Phone: 925-416-0700

Cell: 510-579-8711

FAX: 925-416-7746

E-mail: buglerconst@comcast.net

COUNTY OF SAN BENITO

Date_____

Harry Mavrogenes, RMA Director

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Date_____

G. Michael Ziman, Deputy County Counsel

ATTACHMENT i.

ion Number: CA20190026 05/03/2019

Decision Number: CA20180037

California

Instruction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor

requirements and worker protections under the EO is available
at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	05/03/2019

ASBE0005-002 07/01/2018

	Rates	Fringes
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Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31

ASBE0005-004 07/02/2018

	Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 19.93	11.72
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BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

* BRCA0004-011 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.39	13.65

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet		

Installer, Insulation		
Installer, Hardwood Floor		
Worker and acoustical		
installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick		
Bargeman, Bridge or Dock		
Carpenter, Heavy Framer,		
Rock Bargeman or Scowman,		
Rockslinger, Shingler		
(Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer,		
Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw		
Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in ""Rates' column are per day

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

ELEC0440-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 33.09	15.89
Technician.....	\$ 33.09	15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval

Ordinance Test Station.

ELEC0477-002 06/01/2018

	Rates	Fringes
Electricians:.....	\$ 38.29	3%+24.24

CABLE SPLICER: \$1.50 per hour above Electrician rate.

TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.24
(3) Groundman.....	\$ 34.68	15.86
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25

7/16/2019

beta.SAM.gov

GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment

(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer

and compressor operator on gunite work shall be classified
as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch
Witch, with seat or similar type equipment; Elevator
operator-inside; Engineer Oiler; Forklift operator
(includes loed, lull or similar types under 5 tons;
Generator operator; Generator, pump or compressor plant
operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);
Concrete mixer operator-skip type; Conveyor operator;
Fireman; Forklift operator (includes loed, lull or similar
types over 5 tons; Hydrostatic pump operator; oiler crusher
(asphalt or concrete plant); Petromat laydown machine; PJU
side dum jack; Screening and conveyor machine operator (or
similar types); Skiploader (wheel type up to 3/4 yd.
without attachment); Tar pot fireman; Temporary heating
plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar
type (Skid steer); Equipment greaser (rack); Ford Ferguson
(with dragtype attachments); Helicopter radioman (ground);
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or
similar type); Boring machine operator; Boxman or mixerman
(asphalt or concrete); Chip spreading machine operator;
Concrete cleaning decontamination machine operator;
Concrete Pump Operator (small portable); Drilling machine
operator, small auger types (Texoma super economatic or
similar types - Hughes 100 or 200 or similar types -
drilling depth of 30' maximum); Equipment greaser (grease
truck); Guard rail post driver operator; Highline cableway
signalman; Hydra-hammer-aero stomper; Micro Tunneling
(above ground tunnel); Power concrete curing machine
operator; Power concrete saw operator; Power-driven jumbo

form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine

operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator;

Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional);
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrappers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane

operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck);

Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32,

T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of

the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada

7/16/2019

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state border at the point which is the NW corner of Section 1,
T17N, R14E, San Bernardino Meridian. Then continue NW along
the state line to the starting point, which is the center of
Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

7/16/2019

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Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site
cleanup, site preparation, removal of asbestos-containing
material and toxic waste, encapsulation, enclosure and
disposal of asbestos- containing materials and toxic waste
by hand or with equipment or machinery; scaffolding,
fabrication of temporary wooden barriers and assembly of
decontamination stations.

LAB00345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a

Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing guniting and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/01/2018

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and

out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing;

Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00783-005 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB01184-001 07/01/2018

	Rates	Fringes
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Laborers: (HORIZONTAL

DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...\$ 35.70	14.03
(2) Vehicle Operator/Hauler.\$ 35.87	14.03
(3) Horizontal Directional Drill Operator.....\$ 37.72	14.03
(4) Electronic Tracking Locator.....\$ 39.72	14.03

Laborers: (STRIPING/SLURRY

SEAL)

GROUP 1.....\$ 35.86	16.21
GROUP 2.....\$ 37.16	16.21
GROUP 3.....\$ 39.17	16.21
GROUP 4.....\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs,

monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-003 08/08/2018

	Rates	Fringes
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LABORER

PLASTER CLEAN-UP LABORER....	\$ 33.82	19.40
PLASTER TENDER.....	\$ 36.37	19.40

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2018

	Rates	Fringes
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Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate

commercial establishments as part of hotel service, and
sports facilities.

PAIN0036-008 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 40.18	19.22

PAIN0036-015 06/01/2018

	Rates	Fringes
GLAZIER.....	\$ 42.20	25.50

FOOTNOTE: Additional \$1.25 per hour for work in a condor,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up

* PAIN1247-002 01/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.35	14.56

PLAS0200-008 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE
CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

PLAS0500-002 07/01/2018

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 35.75 22.48

 PLUM0016-002 09/01/2018

Rates Fringes

PLUMBER, PIPEFITTER,
 STEAMFITTER

Plumber and Pipefitter

All other work except

work on new additions and

remodeling of bars,

restaurant, stores and

commercial buildings not

to exceed 5,000 sq. ft.

of floor space and work

on strip malls, light

commercial, tenant

improvement and remodel

work.....\$ 50.13 22.16

Work at Edwards AFB.....\$ 57.13 22.16

Work at Fort Irwin Army

Base, Marine Corps

Logistic Base at Nebo,

Marine Corps Logistic Base

at Yermo and Twenty-Nine

Palms Marine Base.....\$ 60.03 22.16

Work ONLY on new additions

and remodeling of bars,

restaurants, stores and

commercial buildings, not

to exceed 5,000 sq. ft. of

floor space.....\$ 48.58 21.18

Work ONLY on strip malls,

light commercial, tenant

improvement and remodel

work.....\$ 37.10 19.51

 * PLUM0345-001 09/01/2018

	Rates	Fringes
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PLUMBER

Landscape/Irrigation Fitter..	\$ 46.88	26.47
Sewer & Storm Drain Work....	\$ 46.88	26.47

ROOF0036-002 08/01/2018

	Rates	Fringes
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ROOFER.....	\$ 38.12	16.97
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FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-009 04/01/2018

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

	Rates	Fringes
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SPRINKLER FITTER.....	\$ 39.73	21.90
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SFCA0709-004 01/01/2018

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
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SPRINKLER FITTER (Fire).....	\$ 42.26	25.92
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SHEE0105-003 01/01/2019

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 44.28	28.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritecttural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 44.28	28.46

TEAM0011-002 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.59	28.59
GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59
GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 32.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

7/16/2019

beta.SAM.gov

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ATTACHMENT j.

FEDERAL AID PROJECT NO. STPLX-5943(057)
SAN BENITO COUNTY PROJECT NO. PWB-1908

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012

FEDERAL AID PROJECT NO. STPLX-5943(057)
SAN BENITO COUNTY PROJECT NO. PWB-1908

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

FEDERAL AID PROJECT NO. STPLX-5943(057)
SAN BENITO COUNTY PROJECT NO. PWB-1908

FHWA-1273 -- Revised May 1, 2012

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph

- (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.)

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by

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of this section.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the

Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier

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1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier

subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies 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 participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly

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is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

(<https://www.epls.gov/>), which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. 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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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 such failure.

- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which

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exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL AID PROJECT NO. STPLX-5943(057)
SAN BENITO COUNTY PROJECT NO. PWB-1908

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
177	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
178	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra;	
	CA Sutter; CA Yuba	
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
178	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8

FEDERAL AID PROJECT NO. STPLX-5943(057)
SAN BENITO COUNTY PROJECT NO. PWB-1908

	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the

FEDERAL AID PROJECT NO. STPLX-5943(057)
SAN BENITO COUNTY PROJECT NO. PWB-1908

Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean

FEDERAL AID PROJECT NO. STPLX-5943(057)
SAN BENITO COUNTY PROJECT NO. PWB-1908

bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Bid Opening



Bid Name: Shore Road Bridge (43C0012) & San Felipe Road Bridge (43C0051) Replace Bridge Railings
Federal Aid Project No. STPLX-5943(057) County Project No. PWB-1908

Bid Opened at: RMA – PWD Office, June 27, 2019 at 2:00 PM

Attended by (County):

Attended by (Public):

Deems Katada, PE

Mike Mainguy

Brad Reif, EIT

Santino Oroza

Cindy Short, Graniterock

Darw Hopkins

Bids Received:

Firm	Date	Time	Base Bid
1 Bugler Construction	06/27/19	1:56 PM	\$595,371.00
Subcontractors: Avila Traffic Safety, Compass Engineering			
2 Granite Rock Company	06/27/19	1:55 PM	\$736,354.00
Subcontractors: BL Equipment Rental Service, Farwest Safety, Inc., Camblin Steel Rocklin, MBI, Super Seal & Stripe			
3 Joseph J. Albanese, Inc.	06/27/19	1:56 PM	\$741,387.00
Subcontractors: PC&N, CAMBLIH, ACL, ECARO, Compass Engineering, Farwest Safety			
4 Viking Construction Company	06/27/19	1:50 PM	\$886,320.00
Subcontractors: CAMBLIH, PC&N CONSTRUCTION, SUPER SEAL & STRIPE			



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: 10.

MEETING DATE: 8/20/2019

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

Receive and file the updated County Service Area (CSA) FY 2019-2020 fee/tax report that corrects an administrative error.

SBC FILE NUMBER: CSA'S

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On August 6, 2019 the Board of Supervisors held 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. At the public hearing, the Board received and filed the FY 2019/2020 fee/tax report and adopted a resolution imposing and providing for the levy of the applicable fees/taxes on CSAs as found in the fee/tax report.

For CSA #46, the adopted fee is \$489.46 per Equivalent Dwelling Unit (EDU). In the fee report's list of parcels in CSA #46, one parcel was incorrectly labeled as 1 EDU (developed residential land) when it is actually classified as undeveloped residential land and thus should have an EDU of 0 and be charged a

fee of \$0.00. The updated fee report reflects this change and reports that CSA #46 has 108 developed residential parcels with an EDU of 1 and 3 undeveloped residential parcels with an EDU of 0.

Pages 4, 6, 49, and 69 of the FY 2019/2020 fee/tax report are affected by this change.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive and file the updated FY 2019/2020 fee/tax report.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Fee Report Comparison/Changes	8/9/2019	Backup Material

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	1089
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	791.5790.25

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: 1089 developed residential and 32 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 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
10 89	Developed	Residential
32	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. 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.

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 0.00	\$489.46 0.00	01	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



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: 11.

MEETING DATE: 8/20/2019

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 12-85, Tract No. 308, commonly known as Santana Ranch, Unit 11, located at East of Fairview Road.

SBC FILE NUMBER: 790

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

In October of 2010, your Board adopted the Santana Ranch Specific Plan, which consists of the development of a residential, mixed used project consisting of a maximum of one thousand ninety-two (1,092) residential units. Subsequently, TSM 12-85 (Tract No. 308) commonly known as Santana Ranch was conditionally approved by the Planning Commission on April 17, 2013. Due to the scale of the project, it will be done in multiple phases. The developer is seeking to record Unit 11 (19 lots). With this Unit 11 recording, the total lot count being created and recorded is 426 lots.

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, and has bonded the outstanding required subdivision improvements. The Final Map (for Unit 11) 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 12-85, Track No. 308, Unit 11 (19 lots),
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

ATTACHMENTS:

Description	Upload Date	Type
Final Map-Santana Ranch, Unit 11	8/9/2019	Cover Memo
Notice of Decision- TSM 12-85	8/9/2019	Cover Memo
Development Agreement	8/9/2019	Cover Memo

OWNERS' STATEMENT

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

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, LOT A AND ALL OF THE STREET AND PORTIONS OF THE STREET NOT HERETOFORE EXISTING AND DESIGNATED AS NORTH HILL COURT AS SHOWN ON THIS MAP; SAID DEDICATIONS AND OFFERS OF DEDICATION ARE FOR ANY AND ALL PUBLIC USES UNDER, UPON, AND OVER SAID LOT A, STREET AND PORTIONS THEREOF.

WE ALSO HEREBY IRREVOCABLY DEDICATE TO THE PUBLIC FOR PUBLIC USE AND OFFER TO DEDICATE TO THE COUNTY OF SAN BENITO FOR 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.) AS SHOWN ON THIS FINAL MAP. 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.

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.) AS SHOWN ON THIS FINAL MAP. 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 OFFER TO DEDICATE TO THE SUNNYSLOPE COUNTY WATER DISTRICT AS AN EASEMENT FOR WATER SERVICE PURPOSES FOR ALL P.U.E.'S ON THIS MAP.

OWNER: ANDERSON HOMES, A CALIFORNIA CORPORATION

BY: _____ DATE _____
NAME: _____ (PRINT NAME)
ITS: _____ (TITLE)

NOTARY STATEMENT (OWNER)

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, _____ A NOTARY PUBLIC,

PERSONALLY APPEARED
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/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.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION NUMBER: _____

COMMISSION EXPIRES: _____ (DO NOT STAMP)

PRINCIPAL OFFICE LOCATION (COUNTY): _____

STATEMENT OF SUNNYSLOPE COUNTY WATER DISTRICT

I, DONALD G. RIDENHOUR, GENERAL MANAGER OF THE SUNNYSLOPE COUNTY WATER DISTRICT, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2019, I ACCEPT ON BEHALF OF THE PUBLIC, FOR WATER SERVICE PURPOSES, THOSE CERTAIN PARCELS AND EASEMENTS OF LAND DESIGNATED ON THE MAP ENTITLED "SANTANA RANCH UNIT NO. 11, TRACT NO. 308", AS P.U.E.'S.

BY: _____ DATE _____
DONALD G. RIDENHOUR, GENERAL MANAGER
SUNNYSLOPE COUNTY WATER DISTRICT

TRACT NO. 308

SANTANA RANCH, UNIT 11

BEING A SUBDIVISION OF LOT C OF SANTANA RANCH UNIT 10
FILED IN BOOK 16 OF MAPS, PAGE 56, SAN BENITO COUNTY
RECORDS, LYING IN A PORTION OF SECTION 31,
T.12 S., R. 6 E., M.D.B.&M.

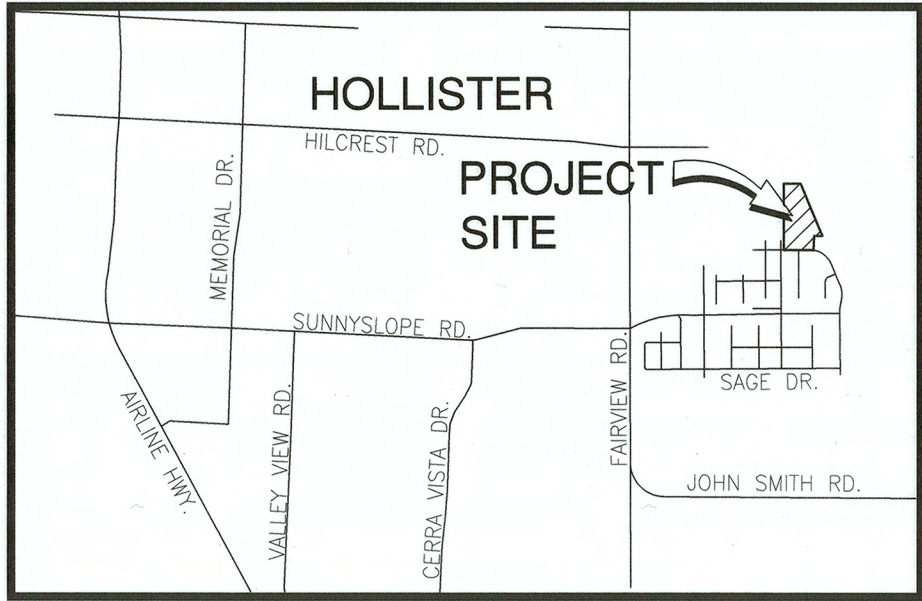
SAN BENITO COUNTY, CALIFORNIA

APRIL 2019

O'DELL
ENGINEERING

1165 Scenic Drive, Suite A
Modesto, CA 95350

Ph 209.571.1765 odellengineering.com



VICINITY MAP

N.T.S.

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, _____, CLERK OF THE BOARD OF SUPERVISORS OF SAN BENITO COUNTY, HEREBY STATE THAT SAID BOARD APPROVED THE WITHIN MAP ON THE _____ DAY OF _____, 2019 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, REJECTED, OR ACCEPTED SUBJECT TO IMPROVEMENT (CHOOSE ONE)

STREETS IN FEE	ACCEPTED	REJECTED	ACCEPTED SUBJECT TO IMPROVEMENT
LOT A IN FEE	ACCEPTED	REJECTED	ACCEPTED SUBJECT TO IMPROVEMENT
LOT B IN FEE	ACCEPTED	REJECTED	ACCEPTED SUBJECT TO IMPROVEMENT
PUBLIC UTILITY EASEMENTS	ACCEPTED	REJECTED	ACCEPTED SUBJECT TO IMPROVEMENT

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: _____ BY: _____
COUNTY CLERK AND EX OFFICIO CLERK
OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LARRY ANDERSON, ON JULY 2, 2018. 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 BEFORE AUGUST 1, 2020, 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.

DATED THIS 8th DAY OF AUGUST, 2019.

Dylan Crawford
DYLAN CRAWFORD, P.L.S. 7788



COUNTY ENGINEER'S STATEMENT

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.

DATED THIS _____ DAY OF _____, 2019.

DEEMS PETER P. KATADA, R.C.E. #80613
COUNTY ENGINEER

COUNTY SURVEYOR'S STATEMENT

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, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2019.

GEORGE Y. MARCHENKO, L.S. 6964
INTERIM COUNTY SURVEYOR

PLANNING COMMISSION STATEMENT

I HEREBY STATE THAT THE TENTATIVE MAP FOR THE FINAL MAP SHOWN HEREON WAS CONDITIONALLY APPROVED ON APRIL 17, 2013 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.

HARRY MAVROGENES
SECRETARY OF THE PLANNING COMMISSION

DATE _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ M. IN BOOK _____ OF MAPS,
AT PAGE _____, SAN BENITO COUNTY RECORDS, AT THE REQUEST OF DYLAN CRAWFORD.

JOE PAUL GONZALEZ, RECORDER
SAN BENITO COUNTY, CALIFORNIA

BY: _____
DEPUTY

BOOK _____ OF MAPS, PAGE _____

UNIT 11
SHEET 1 OF 5

TRACT NO. 308
SANTANA RANCH, UNIT 11

BEING A SUBDIVISION OF LOT C OF SANTANA RANCH UNIT 10
FILED IN BOOK 16 OF MAPS, PAGE 56, SAN BENITO COUNTY
RECORDS, LYING IN A PORTION OF SECTION 31,
T.12 S., R. 6 E., M.D.B.&M.
SAN BENITO COUNTY, CALIFORNIA

APRIL 2019



TRUSTEE STATEMENT

WE, UNITED SECURITY BANK, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED OCTOBER 9, 2018, AS DOCUMENT NO. 2018-0009327, OFFICIAL RECORDS OF SAN BENITO COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP, "TRACT NO. 308, SANTANA RANCH, UNIT 11", AND JOINS IN ALL DEDICATIONS THEREON.

WE, UNITED SECURITY BANK, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED AUGUST 20, 2015, AS DOCUMENT NO. 2015-0008123, OFFICIAL RECORDS OF SAN BENITO COUNTY, A DOCUMENT RECORDED AS DOCUMENT NO. 2015-0010087, OFFICIAL RECORDS PROVIDES THAT IT WAS SUBORDINATE TO DOCUMENT NO. 2015-0009837 AND DOCUMENT NOS. 2017-0003036, 2017-0008179, 2018-0003875, 2018-0009329 PROVIDE THAT THE DEED OF TRUST OR THE OBLIGATION SECURED THEREBY HAS BEEN MODIFIED, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP, "TRACT NO. 308, SANTANA RANCH, UNIT 11", AND JOINS IN ALL DEDICATIONS THEREON.

TRUSTEE: UNITED SECURITY BANK

BY: _____ DATE _____
NAME: _____ (PRINT NAME)
ITS: _____ (TITLE)

NOTARY STATEMENT

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, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/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.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION NUMBER: _____

COMMISSION EXPIRES: _____ (DO NOT STAMP)

PRINCIPAL OFFICE LOCATION (COUNTY): _____

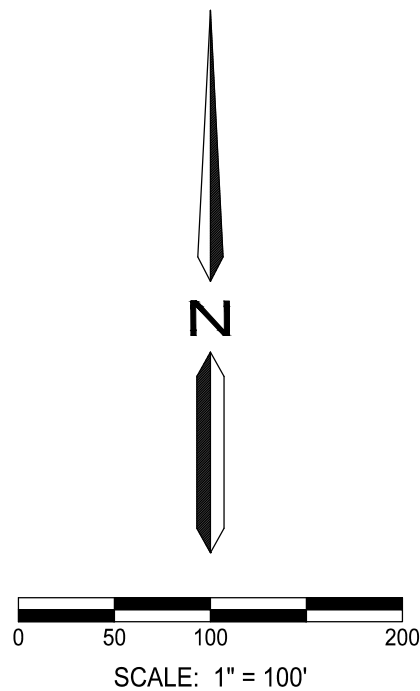
NOTES PER CONDITIONS OF APPROVAL

14. ALL EXTERIOR LIGHTING SHALL BE REVIEWED TO INSURE THAT FIXTURES ARE SHIELDED TO REDUCE THIS IMPACT TO AN INSIGNIFICANT LEVEL. NEW LIGHTING FOR ADDITIONAL RESIDENTIAL BUILDINGS WOULD ADD NIGHTTIME GLARE TO THE PROJECT SITE AND SURROUNDING PROPERTIES. ALL EXTERIOR LIGHTING 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. ADDITIONALLY, ALL FIXTURES SHALL COMPLY WITH COUNTY ORDINANCE 748.
23. PRIOR TO THE ISSUANCE OF ANY PERMITS FOR NEW DEVELOPMENT, THE APPLICANT SHALL COMPLY WITH ALL REQUIREMENTS OF THE 2010 CALIFORNIA FIRE CODE.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. PACIFIC GAS AND ELECTRIC COMPANY, GAS PIPELINE EASEMENTS PER BOOK 41, PAGE 59 AND BOOK 158, PAGE 118 (NOT LOCATABLE), BOOK 39, PAGE 447, BOOK 39, PAGE 449, BOOK 159, PAGE 450, AND BOOK 203, PAGE 86, SBCR.
2. ANDERSON HOMES, A CALIFORNIA CORPORATION, AS CO-DECLARANTS PER DOCUMENT NUMBER 2015-0009837 (RE-RECORDED AS 2016-0007583) AND 2018-0000257, NON-EXCLUSIVE EASEMENTS AS RESERVED THEREIN.
3. HOLDERS OF PRIVATE UTILITY, INGRESS AND EGRESS EASEMENTS PER TRACT NO. 308, BOOK 15 OF MAPS, PAGE 48, SBCR. AND PER TRACT NO. 308 UNIT 5, BOOK 16 OF MAPS, PAGE 44 SBCR.



REFERENCED RECORD DOCUMENTS

SAN BENITO COUNTY RECORDS

(R1) FINAL MAP, SANTANA RANCH, BOOK 15 OF MAPS, PAGE 48, SBCR.
(R2) FINAL MAP, SANTANA RANCH, UNIT 3, BOOK 15 OF MAPS, PAGE 89, SBCR.
(R3) NOT USED
(R4) FINAL MAP, SANTANA RANCH, UNIT 4, BOOK 16 OF MAPS, PAGE 43, SBCR.
(R5) FINAL MAP, SANTANA RANCH, UNIT 5, BOOK 16 OF MAPS, PAGE 44, SBCR.
(R6) FINAL MAP, SANTANA RANCH, UNIT 9, BOOK 16 OF MAPS, PAGE 31, SBCR.
(R7) FINAL MAP, SANTANA RANCH, UNIT 10, BOOK 16 OF MAPS, PAGE 56, SBCR.

NOTES

- THIS SUBDIVISION CONTAINS A TOTAL OF 4.913 ACRES, MORE OR LESS.
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED.
- ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- APPROXIMATE LOCATION OF EASEMENT. EXACT LOCATION NOT DETERMINABLE FROM DEED DESCRIPTION.
- 39-OR-447 AND 39-OR-449 ARE OFFSITE EASEMENTS AND NOT PLOTTED. (QUIT CLAIM BY P.G&E PER 2018-0009442)
- 41-OR-59 NOT PLOTTED. (QUIT CLAIM BY P.G&E PER 2019-0000672)

LOT NOTES

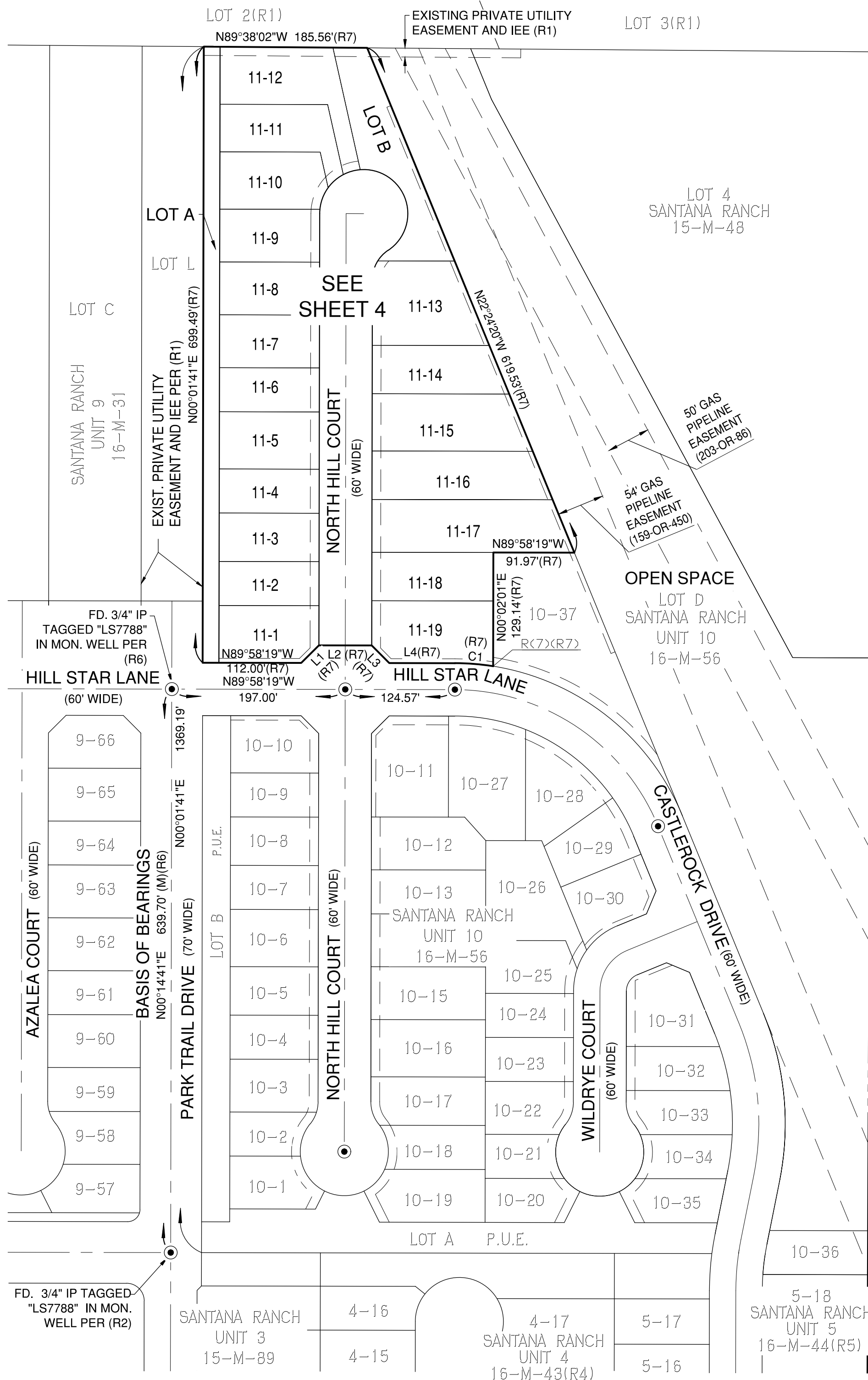
- LOT A: FUTURE STREET RIGHT OF WAY DEDICATED TO COUNTY IN FEE.
- LOT B: DEDICATED TO COUNTY IN FEE FOR PUBLIC USE AND AS A P.U.E..

BASIS OF BEARINGS

THE BEARING OF NORTH 0°01'41" EAST FOR THE CENTERLINE OF PARK TRAIL DRIVE, AS SHOWN ON THAT CERTAIN TRACT NO. 308, SANTANA RANCH, UNIT 9, FILED FOR RECORD IN BOOK 16, PAGE 31, OFFICIAL RECORDS OF THE COUNTY OF SAN BENITO, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45° 01' 41"E	28.28'
L2	N89° 58' 19"W	60.00'
L3	N44° 58' 19"W	28.28'
L4	N89° 58' 19"W	74.57'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	280.00'	8°55'20"	43.60'



TRACT NO. 308 SANTANA RANCH, UNIT 11

BEING A SUBDIVISION OF LOT C OF SANTANA RANCH UNIT 10
FILED IN BOOK 16 OF MAPS, PAGE 56, SAN BENITO COUNTY
RECORDS, LYING IN A PORTION OF SECTION 31,
T.12 S., R. 6 E., M.D.B.&M.

SAN BENITO COUNTY, CALIFORNIA

APRIL 2019

O'DELL
ENGINEERING

1165 Scenic Drive, Suite A
Modesto, CA 95350

Ph 209.571.1765 odellengineering.com

MONUMENT NOTES

- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR UNPAVED AREAS OR 1.17" BRASS DISK STAMPED "PLS 7788" FOR CONCRETE AREAS
- SET BRASS CAP IN STANDARD WELL STAMPED "PLS 7788"
- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR ALL FRONT AND REAR LOT CORNERS, UNLESS OTHERWISE NOTED
- SET 5.00' WITNESS CORNER, UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- FOUND MONUMENT OF RECORD IN WELL PER (R7), UNLESS OTHERWISE NOTED
- FOUND MONUMENT OF RECORD PER (R2, R4, R5), UNLESS OTHERWISE NOTED
- 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" TO BE SET PER (R7)

LEGEND

CENTERLINE

EASEMENT LINE

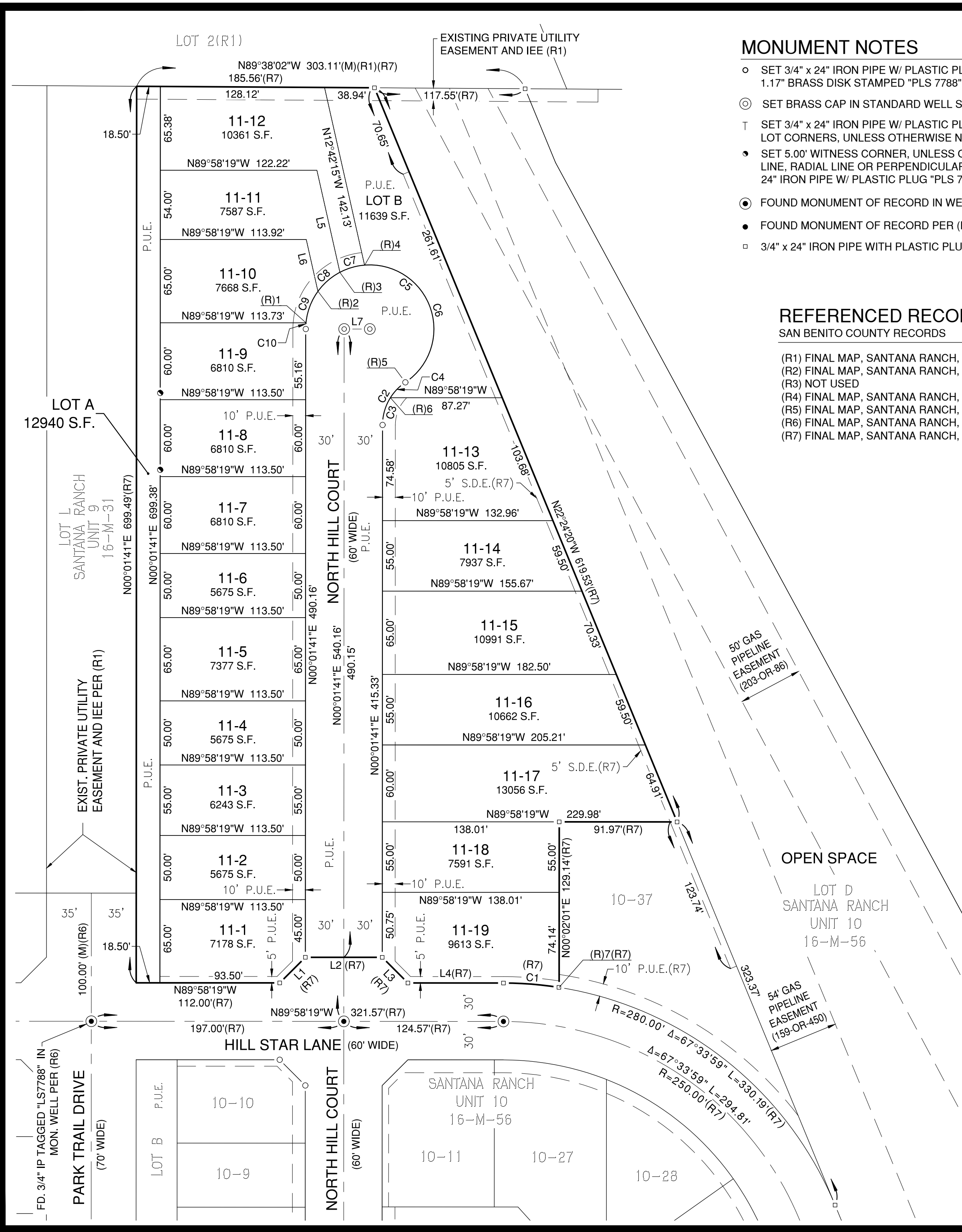
EXTERIOR BOUNDARY LINE

LOT LINE

ABBREVIATIONS

FD.	FOUND
IEE	INGRESS AND EGRESS EASEMENT
IP	IRON PIPE-DIAMETER NOTED
(M)	MEASURED DISTANCE
-M-	FINAL MAP, BOOK & PAGE
MON.	MONUMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R#	REFERENCED RECORD DOCUMENT
(R)	RADIAL BEARING
SBCR	SAN BENITO COUNTY RECORDS
S.D.E.	STORM DRAINAGE EASEMENT
S.F.	SQUARE FEET
11-#	INDICATES UNIT NUMBER-LOT NUMBER

GUERRA VINEYARD & GROVES LLC
2015-00111967



MONUMENT NOTES

- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR UNPAVED AREAS OR 1.17" BRASS DISK STAMPED "PLS 7788" FOR CONCRETE AREAS
- ◎ SET BRASS CAP IN STANDARD WELL STAMPED "PLS 7788"
- ┴ SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR ALL FRONT AND REAR LOT CORNERS, UNLESS OTHERWISE NOTED
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- ◎ FOUND MONUMENT OF RECORD IN WELL PER (R7), UNLESS OTHERWISE NOTED
- FOUND MONUMENT OF RECORD PER (R2, R4, R5), UNLESS OTHERWISE NOTED
- 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" TO BE SET PER (R7)

REFERENCED RECORD DOCUMENTS

SAN BENITO COUNTY RECORDS

- (R1) FINAL MAP, SANTANA RANCH, BOOK 15 OF MAPS, PAGE 48, SBCR.
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(R5) FINAL MAP, SANTANA RANCH, UNIT 5, BOOK 16 OF MAPS, PAGE 44, SBCR.
(R6) FINAL MAP, SANTANA RANCH, UNIT 9, BOOK 16 OF MAPS, PAGE 31, SBCR.
(R7) FINAL MAP, SANTANA RANCH, UNIT 10, BOOK 16 OF MAPS, PAGE 56, SBCR.

ABBREVIATIONS

FD.	FOUND
IEE	INGRESS AND EGRESS EASEMENT
IP	IRON PIPE-DIAMETER NOTED
(M)	MEASURED DISTANCE
-M-	FINAL MAP, BOOK & PAGE
MON.	MONUMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R#	REFERENCED RECORD DOCUMENT
(R)	RADIAL BEARING
SBCR	SAN BENITO COUNTY RECORDS
S.D.E.	STORM DRAINAGE EASEMENT
S.F.	SQUARE FEET
11-#	INDICATES UNIT NUMBER-LOT NUMBER

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45° 01' 41"E	28.28'
L2	N89° 58' 19"W	60.00'
L3	N44° 58' 19"W	28.28'
L4	N89° 58' 19"W	74.57'
L5	N12° 42' 15"W	81.61'
L6	N12° 42' 15"W	41.46'
L7	N89° 58' 19"W	20.00'

RADIAL BEARINGS	
LINE #	DIRECTION
(R)1	S84°24'54"E
(R)2	S53°57'39"E
(R)3	S27°44'26"E
(R)4	S4°37'25"E
(R)5	S33°43'15"E
(R)6	S57°51'39"E
(R)7	S8°57'01"W

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	280.00'	8°55'20"	43.60'
C2	40.00'	56°15'04"	39.27'
C3	40.00'	32°06'40"	22.42'
C4	40.00'	24°08'24"	16.85'
C5	50.00'	236°15'04"	206.17'
C6	50.00'	150°54'10"	131.69'
C7	50.00'	23°07'02"	20.17'
C8	50.00'	26°13'13"	22.88'
C9	50.00'	30°27'14"	26.58'
C10	50.00'	5°33'25"	4.85'

LEGEND

CENTERLINE
EASEMENT LINE
EXTERIOR BOUNDARY LINE
LOT LINE

BASIS OF BEARINGS

THE BEARING OF NORTH 0°01'41" EAST FOR THE CENTERLINE OF PARK TRAIL DRIVE, AS SHOWN ON THAT CERTAIN TRACT NO. 308, SANTANA RANCH, UNIT 9, FILED FOR RECORD IN BOOK 16, PAGE 31, OFFICIAL RECORDS OF THE COUNTY OF SAN BENITO, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

TRACT NO. 308
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SAN BENITO COUNTY, CALIFORNIA

APRIL 2019



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NOTES

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- ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
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- APPROXIMATE LOCATION OF EASEMENT. EXACT LOCATION NOT DETERMINABLE FROM DEED DESCRIPTION.
- 39-OR-447 AND 39-OR-449 ARE OFFSITE EASEMENTS AND NOT PLOTTED. (QUIT CLAIM BY P.G&E PER 2018-0009442)
- 41-OR-59 NOT PLOTTED. (QUIT CLAIM BY P.G&E PER 2019-0000672)
- 158-OR-118 NOT PLOTTED. (QUIT CLAIM BY P.G&E PER 2019-0005382)

LOT NOTES

- LOT A: FUTURE STREET RIGHT OF WAY DEDICATED TO COUNTY IN FEE.
- LOT B: DEDICATED TO COUNTY IN FEE FOR PUBLIC USE AND AS A P.U.E..

TRACT NO. 308
SANTANA RANCH, UNIT 11

BEING A SUBDIVISION OF LOT C OF SANTANA RANCH UNIT 10
FILED IN BOOK 16 OF MAPS, PAGE 56, SAN BENITO COUNTY
RECORDS, LYING IN A PORTION OF SECTION 31,
T.12 S., R. 6 E., M.D.B.&M.
SAN BENITO COUNTY, CALIFORNIA

APRIL 2019



ADDITIONAL MAP SHEET

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

NOTES PER CONDITIONS OF APPROVAL

11. AS REQUIRED BY COUNTY ORDINANCE, CONSTRUCTION ON THE PARCELS SHALL BE LIMITED TO THE HOURS OF 7:00 A.M. TO 7:00 P.M., MONDAY THROUGH SATURDAY.
24. THE USE OF ON SITE-REGENERATING WATER SOFTENERS IS PROHIBITED. OFF SITE REGENERATION SOFTENING SYSTEMS MAY BE USED SUBJECT TO THE APPROVAL OF THE SAN BENITO COUNTY WATER DISTRICT.
35. THE APPLICANT SHALL MEET THE FOLLOWING CONDITIONS REQUIRED AS MITIGATION MEASURES SET FORTH IN THE SANTANA RANCH SPECIFIC PLAN FEIR.
- A. IF, DURING THE COURSE OF PROJECT DEVELOPMENT, CULTURAL RESOURCES (I.E., PREHISTORIC SITES, HISTORIC SITES, AND ISOLATED ARTIFACTS) ARE DISCOVERED, WORK SHALL BE HALTED IMMEDIATELY WITHIN 200 FEET OF THE DISCOVERY AND IN ANY NEARBY AREA REASONABLY SUSPECTED TO OVERLIE ADJACENT REMAINS. THE AREA OF DISCOVERY SHALL BE COMPLETELY STAKED BY VISIBLE STAKES NO MORE THAN TEN FEET APART, FORMING A CIRCLE HAVING A RADIUS NO LESS THAN 100 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 STAKING. SAID STAKING SHALL NOT INCLUDE FLAGS OR OTHER DEVICES WHICH MAY ATTRACT VANDALS. THE COUNTY PLANNING DEPARTMENT SHALL BE NOTIFIED, AND A PROFESSIONAL ARCHAEOLOGIST WHO MEETS THE SECRETARY OF THE INTERIOR'S PROFESSIONAL QUALIFICATIONS STANDARDS IN ARCHAEOLOGY AND/OR HISTORY SHALL BE RETAINED TO DETERMINE THE SIGNIFICANCE OF THE DISCOVERY, AND SHALL RECOMMEND FEASIBLE MITIGATION MEASURES TO REDUCE IMPACTS TO LESS THAN SIGNIFICANT LEVELS. CESSATION OF WORK AND NOTIFICATION OF THE COUNTY IS THE RESPONSIBILITY OF THE DEVELOPER. THE COUNTY SHALL CONSIDER MITIGATION RECOMMENDATIONS PREPARED BY A PROFESSIONAL ARCHAEOLOGIST WHO MEETS THE SECRETARY OF THE INTERIOR'S PROFESSIONAL QUALIFICATIONS STANDARDS IN ARCHAEOLOGY AND/OR HISTORY FOR ANY UNANTICIPATED DISCOVERIES, WHO SHALL IDENTIFY FEASIBLE AND APPROPRIATE MITIGATION MEASURES. SUCH MEASURES MAY INCLUDE AVOIDANCE, PRESERVATION IN PLACE, OR OTHER APPROPRIATE MEASURES, AS OUTLINED IN PUBLIC RESOURCES CODE SECTION 21083.2. THE PROJECT DEVELOPER SHALL BE REQUIRED TO IMPLEMENT THE IDENTIFIED MEASURES FOR THE PROTECTION OF CULTURAL RESOURCES.
- B. IF, DURING THE COURSE OF PROJECT DEVELOPMENT, HUMAN REMAINS ARE DISCOVERED, ALL WORK SHALL BE HALTED IMMEDIATELY WITHIN 50 FEET OF THE DISCOVERY, THE COUNTY PLANNING DEPARTMENT SHALL BE NOTIFIED, AND THE COUNTY SHERIFF-CORONER SHALL BE NOTIFIED ACCORDING TO SECTION 5097.98 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND SECTION 7050.5 OF THE CALIFORNIA HEALTH AND SAFETY CODE. SUBJECT TO THE LEGAL PROCESS, DULY AUTHORIZED REPRESENTATIVES OF THE CORONER AND PLANNING DEPARTMENT DIRECTOR SHALL BE PERMITTED TO ENTER ONTO THE PROPERTY AND TAKE ALL ACTIONS CONSISTENT WITH CHAPTER 19.05 OF THE SAN BENITO COUNTY CODE, SECTION 7050.5 OF THE HEALTH AND SAFETY CODE AND CHAPTER 10 (COMMENCING WITH SECTION 27460) OF PART 3 OF DIVISION 2 OF TITLE 3 OF THE GOVERNMENT CODE. IF THE REMAINS ARE DETERMINED TO BE NATIVE AMERICAN, THE CORONER SHALL NOTIFY THE NATIVE AMERICAN HERITAGE COMMISSION, AND THE PROCEDURES OUTLINED IN CEQA GUIDELINES SECTION 15064.5(D) AND (E) SHALL BE FOLLOWED.
- C. IF, DURING THE COURSE OF PROJECT DEVELOPMENT, PALEONTOLOGICAL RESOURCES (FOSSILS AND FOSSIL FORMATIONS) ARE DISCOVERED, WORK SHALL BE HALTED IMMEDIATELY WITHIN 50 FEET OF DISCOVERY, AND THE COUNTY PLANNING DEPARTMENT SHALL BE IMMEDIATELY NOTIFIED. AT THAT TIME, THE COUNTY SHALL COORDINATE ANY NECESSARY INVESTIGATION OF THE DISCOVERY WITH A QUALIFIED PALEONTOLOGIST. THE COUNTY SHALL CONSIDER THE MITIGATION RECOMMENDATIONS OF THE QUALIFIED PALEONTOLOGIST FOR ANY UNANTICIPATED DISCOVERIES OF PALEONTOLOGICAL RESOURCES, AND IDENTIFY FEASIBLE AND APPROPRIATE MITIGATION MEASURES. SUCH MEASURES MAY INCLUDE AVOIDANCE, PRESERVATION IN PLACE, OR OTHER APPROPRIATE MEASURES, AS OUTLINED IN PUBLIC RESOURCES CODE SECTION 21083.2. THE PROJECT APPLICANT SHALL BE REQUIRED TO IMPLEMENT ANY IDENTIFIED MITIGATION NECESSARY FOR THE PROTECTION OF PALEONTOLOGICAL RESOURCES.
39. THE APPLICANT SHALL MEET THE FOLLOWING CONDITIONS PERTAINING TO NOISE REQUIRED AS MITIGATION MEASURES SET FORTH IN THE SANTANA RANCH SPECIFIC PLAN FEIR.
- A. DURING ALL PHASES OF CONSTRUCTION, THE PROJECT DEVELOPER SHALL ADHERE TO THE FOLLOWING REQUIREMENTS FOR CONSTRUCTION ACTIVITIES WITH RESPECT TO HOURS OF OPERATION AND IDLING AND MUFFLING OF INTERNAL COMBUSTION ENGINES: (1) NOISE-GENERATING CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS BETWEEN 7 AM AND 7 PM, AND SHALL BE PROHIBITED ON SUNDAYS AND FEDERALLY-RECOGNIZED HOLIDAYS; (2) CONSTRUCTION EQUIPMENT SHALL BE PROPERLY MAINTAINED AND EQUIPPED WITH NOISE-REDUCTION INTAKE AND EXHAUST MUFFLERS AND ENGINE SHROUDS, IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS. EQUIPMENT ENGINE SHROUDS SHALL BE CLOSED DURING EQUIPMENT OPERATION; (3) CONSTRUCTION VEHICLES AND EQUIPMENT SHALL NOT BE LEFT IDLING FOR LONGER THAN FIVE MINUTES WHEN NOT IN USE.
- C. NOISE-GENERATING LANDSCAPE AND FACILITY MAINTENANCE ACTIVITIES SHALL BE PROHIBITED ON THE PREMISES OF THE SCHOOL/COMMUNITY PARK SITE BETWEEN 7 PM AND 7 AM AS AN ONGOING OPERATIONAL REQUIREMENT WITHIN THE PROJECT SITE.
- D. THE RECREATIONAL USE OF THE COMMUNITY PARK SHALL BE LIMITED TO BETWEEN 7 AM AND 7 PM, AND BETWEEN 7 AM AND 10 PM DURING SUMMER MONTHS; LIMITING NOISE-GENERATING LANDSCAPE AND FACILITY MAINTENANCE ACTIVITIES TO BETWEEN 7 AM AND 7 PM; AND PROHIBITING THE USE OF AMPLIFIED SOUND SYSTEMS.

STATEMENT OF SOILS REPORT

A SOILS REPORT ENTITLED "GEOTECHNICAL ENGINEERING REPORT SANTANA RANCH-PHASE 1" REFERENCED AS FILE NO. SH-11082-SD AND DATED FEBRUARY 11, 2013, HAS BEEN PREPARED FOR THIS PROJECT BY EARTH SYSTEMS PACIFIC, GEORGE J. BARNETT, G.E. NO. 2309, AND IS ON FILE WITH THE COUNTY OF SAN BENITO.



COUNTY OF SAN BENITO
PLANNING & BUILDING INSPECTION SERVICES

2301 Technology Parkway
Hollister, CA 95023-2513
e-mail: sbcplan@cosb.us

Phone: 831-637-5313
Fax: 831-637-5334

NOTICE OF DECISION

TSM NO.:	TSM 12-85
DATE:	April 17, 2013
OWNER/APPLICANT:	Santana Ranch Property Owners Group
LOCATION:	East of Fairview Road between Sunnyslope Road and Hillcrest Road
APN:	025-100-001 & 025-370-001, 002, 011, & 012
ZONING:	Santana Ranch Specific Plan

IN ACCORDANCE WITH THE PROVISIONS OF COUNTY CODE CHAPTER 7.11.006 OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, A TSM PERMIT IS HEREBY GRANTED SANTA RANCH PROPERTY OWNERS GROUP ON THIS 17th DAY OF APRIL 2013. THIS USE SHALL BE OPERATED ENTIRELY WITHIN THE COUNTY OF SAN BENITO.

IMPORTANT NOTICE: ATTENTION is called to the provisions of Section 25.47.001 of the San Benito County Code, which reads in part: "Any person aggrieved by any decision of the Planning Director or designated appointee made under the provisions of this title may, within ten days from the date of the decision, appeal to the Planning Commission. The appeal shall be in the form of a written notice filed in duplicate with the County's Planning Department and shall set forth specifically the grounds for the appeal. A uniform fee, as established by the Board of Supervisors, shall be paid to the County upon the filing of the appeal"

REQUIRED FINDINGS:

Finding 1: That the FEIR for the Santana Ranch Specific Plan and the associated amendments to the San Benito County General Plan Land Use Element and Map, amendments to the Zoning Ordinance text and map and other associated amendments to the San Benito County Code, and the Development Agreement with the project proponents was 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 EIR have been followed. The FEIR was certified as adequate on October 5, 2010, and no legal challenge was presented. All required findings pertaining to certification of the FEIR, identification and evaluation of environmental impacts, and the adoption of mitigation measures, the Mitigation Monitoring and Reporting Program and statement of overriding considerations, were previously reviewed by the Planning Commission and are set forth in Board Resolution 2010-114 and reaffirmed in Resolution Nos. 2010-128 and 2010-129. Accordingly, the certified FEIR is presumed to be in compliance with CEQA. The documents comprising the FEIR are filed in the project record located at the San Benito County Planning Department in file "Santana Ranch Specific Plan".*

Finding 2: That TSM 85-12 is in substantial compliance with the Santana Ranch Specific Plan and associated project entitlements, the impacts of which were fully and adequately evaluated in the FEIR.

Evidence: *The Planning Department evaluated the proposed tentative subdivision map and all associated materials submitted in connection with the application for TSM 85-12 and determined that TSM 85-12 is in substantial compliance with all applicable aspects of the Santana Ranch Specific Plan and other prior project*

entitlements, including, without limitation, Article 2, Land Use Map Figure 2-1 and Table 2-1 of the Specific Plan, which identify the proposed location and acreage of all residential and non-residential uses, as well as the anticipated density within each neighborhood, pursuant to section 8.1.5 of the Specific Plan. All required findings pertaining to certification of the FEIR, identification and evaluation of environmental impacts, and the adoption of mitigation measures, the Mitigation Monitoring and Reporting Program and statement of overriding considerations, were previously reviewed by the Planning Commission and are set forth in Board Resolution 2010-114 and reaffirmed in Resolution Nos. 2010-128 and 2010-129, and are hereby reaffirmed and incorporated herein by reference. All required mitigation measures have been incorporated as conditions of approval.

Finding 3: That there are no substantial changes proposed in TSM 85-12 that would require major revisions of the previous FEIR due to the involvement of significant environmental effects or a substantial increase in the severity of previously identified significant effects

Evidence: The Planning Department and the Planning Commission evaluated the Project in light of the criteria set forth in Public Resources Code Section 21166 and CEQA Guidelines (14 California Code of Regulations) Section 15162, evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM 85-12, and have determined that TSM 85-12 is consistent with the Santana Ranch Specific Plan and other prior project entitlements, and does not propose substantial changes that would require revision of the certified FEIR due to the involvement of significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Finding 4: That there are no substantial changes in the circumstances under which the Project is proposed to be undertaken that would require major revisions of the previous FEIR due to the involvement of significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Evidence: The Planning Department and the Planning Commission evaluated the Project in light of the criteria set forth in Public Resources Code Section 21166 and CEQA Guidelines (14 California Code of Regulations) Section 15162, evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM 85-12, and have determined that TSM 85-12 is consistent with the Santana Ranch Specific Plan and other prior project entitlements, and there are no substantial changes in circumstances under which TSM 85-12 is proposed to be undertaken that would require revision of the certified FEIR due to the involvement of significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Finding 5: That there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, showing TSM 85-12 would have one or more significant effects not discussed in the FEIR.

Evidence: The Planning Department and the Planning Commission evaluated the Project in light of the criteria set forth in Public Resources Code Section 21166 and CEQA Guidelines (14 California Code of Regulations) Section 15162, evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM 85-12, and have determined that there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, showing TSM 85-12 would have one or more significant effects not discussed in the FEIR.

Finding 6: That there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, showing significant effects previously examined in the FEIR will be substantially more severe than shown in the FEIR.

Evidence: The Planning Department and the Planning Commission evaluated the Project in light of the criteria set forth in Public Resources Code Section 21166 and CEQA Guidelines (14 California Code of

Regulations) Section 15162, evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM85-12, and have determined that there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, showing significant effects previously examined in the FEIR will be substantially more severe than shown in the FEIR.

Finding 7: That there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, showing mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents declined to adopt the mitigation measure or alternative.

Evidence: *The Planning Department and the Planning Commission evaluated the Project in light of the criteria set forth in Public Resources Code Section 21166 and CEQA Guidelines (14 California Code of Regulations) Section 15162, evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM85-12, and have determined that there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, showing mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents declined to adopt the mitigation measure or alternative.*

Finding 8: That there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, showing mitigation measures or alternatives which are considerably different from those analyzed in the FEIR would substantially reduce one or more significant effects on the environment, but the project proponents declined to adopt the mitigation measure or alternative.

Evidence: *The Planning Department and the Planning Commission evaluated the Project in light of the criteria set forth in Public Resources Code Section 21166 and CEQA Guidelines (14 California Code of Regulations) Section 15162, evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM85-12, and have determined that there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, showing mitigation measures or alternatives which are considerably different from those analyzed in the FEIR would substantially reduce one or more significant effects on the environment, but the project proponents declined to adopt the mitigation measure or alternative.*

Finding 9: That the Planning Commission has considered the certified FEIR for the Santana Ranch Specific Plan and associated project entitlements, together with all comments received during the public review process.

Evidence: *The Santana Ranch Specific Plan FEIR, staff report, and verbal testimony was presented to the Planning Commission in preparation for, and during, the April 17, 2013 Planning Commission meeting.*

Finding 10: The certified Santana Ranch Specific Plan FEIR reflects the independent judgment of the Planning Commission and County Board of Supervisors.

Evidence: *The Planning Department incorporated the certified Santana Ranch Specific Plan FEIR Mitigation Measures as conditions of approval of TSM85-12 and prepared the staff report for the proposed project. Both the FEIR and staff report were reviewed by the Planning Commission. Based upon their review of the project information, the Planning Commission's decision reflects its independent evaluation and judgment of the Project.*

Subdivision Findings:

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

Evidence: *The project site is located within the Santana Ranch Specific Plan land use designation under the County's General Plan Land Use Element. The Planning Commission previously reviewed extensive General Plan consistency findings pertaining to the Santana Ranch project, which were subsequently adopted by the Board of Supervisors, as Exhibit D to Board Resolution No. 2010-128 and as Exhibit C to Board Resolution No. 2010-129. The General Plan consistency findings are hereby reaffirmed and incorporated herein by reference. The Planning Department evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM 85-12 and determined that TSM 85-12 is in substantial compliance with all applicable aspects of the Santana Ranch Specific Plan and other prior project entitlements, including, without limitation, Article 2, Land Use Map Figure 2-1 and Table 2-1 of the Specific Plan, which identify the proposed location and acreage of all residential and non-residential uses, as well as the anticipated density within each neighborhood, pursuant to section 8.1.5 of the Specific Plan. The proposed map creates approximately 1000 new lots along with related infrastructure, pursuant to the approved Santana Ranch Specific Plan and consistent with applicable regulations set forth in the Specific Plan. Therefore, the proposed map is consistent with the General Plan designation for which it is located and with the Santana Ranch Specific Plan.*

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

Evidence: *The Planning Department evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM 85-12 and determined that TSM 85-12 is in substantial compliance with all applicable aspects of the Santana Ranch Specific Plan and other prior project entitlements, including, without limitation, Article 2, Land Use Map Figure 2-1 and Table 2-1 of the Specific Plan, which identify the proposed location and acreage of all residential and non-residential uses, as well as the anticipated density within each neighborhood, pursuant to section 8.1.5 of the Specific Plan. The design and improvements of the proposed subdivision map are consistent with the Santana Ranch Specific Plan General Plan designation. The project proposes road right-of-way, waste disposal systems, water piping, and other infrastructure to serve the project. These have been reviewed by the appropriate County departments and determined to be consistent with the design standards set forth in the approved Santana Ranch Specific Plan.*

The Planning Commission previously reviewed extensive General Plan consistency findings pertaining to approval of the Santana Ranch project, which findings were subsequently adopted by the Board of Supervisors, as Exhibit D to Board Resolution No. 2010-128 and as Exhibit C to Board Resolution No. 2010-129. The General Plan consistency findings are hereby reaffirmed and incorporated herein by reference. In particular, the General Plan's Land Use Element, Policies 10 & 11 describe improvement design standards for sewer and waste disposal; staff has determined the subdivision design and improvements described in TSM 85-12 are consistent with the above mentioned policies. The General Plan's Transportation Element, Policies 3, 4, 5, 6, 7, 8, 10, 11, & 12 describe improvement design standards for road improvements and requirements for new development within the County; the improvements set forth in the proposed map have been determined to be consistent with all of the above mentioned policies.

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

Evidence: *The San Benito County Board of Supervisors certified the FEIR, adopted the Santana Ranch Specific Plan and associated project entitlements, and thus determined that the site is physically suitable for the type of development proposed in the Specific Plan. Staff has evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM 85-12, and determined that the type of development described in the map is consistent with that described in the Specific Plan and associated project entitlements.*

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

Evidence: *The San Benito County Board of Supervisors certified the FEIR, adopted the Santana Ranch Specific Plan and associated project entitlements, and thus determined that the site is suitable for the density of development proposed in the Specific Plan. Staff has evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM85-12, and determined that the density of development described in the map is consistent with that described in the Specific Plan and associated project entitlements.*

Finding 5: That 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 FEIR evaluated potentially significant impacts to biological resources and proposed mitigation measures designed to reduce the potential impacts to a less than significant level. The project incorporates the mitigation measures from the approved Santana Ranch Specific Plan EIR, including those pertaining to biological impacts. Therefore, the Board of Supervisors previously determined, as set forth in Board Resolution 2010-114 and reaffirmed in Resolution Nos. 2010-128 and 2010-129, that the proposed improvements, with mitigation measures incorporated, will not have a significant impact on either fish or wildlife or their habitats. Staff has evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM85-12, and determined that the design of the subdivision and proposed improvements are consistent with that described in the Specific Plan and associated project entitlements. The findings and determinations regarding potential impacts to biological resources and mitigation of those impacts are set forth in Board Resolution Nos. 2010-114, 2010-128 and 2010-129, and are reaffirmed and incorporated herein by reference.*

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

Evidence: *The FEIR evaluated potentially significant impacts pertaining to public health and proposed mitigation measures designed to reduce the potential impacts to a less than significant level. The project incorporates the mitigation measures from the approved Santana Ranch Specific Plan EIR, including those affecting public health. Therefore, the Board of Supervisors previously determined, as set forth in Board Resolution 2010-114 and reaffirmed in Resolution Nos. 2010-128 and 2010-129, that the proposed improvements, with mitigation measures incorporated, will not cause serious public health problems. Staff has evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM85-12, and determined that the design of the subdivision and type of improvements are consistent with that described in the Specific Plan and associated project entitlements. The findings and determinations regarding potential impacts to public health and mitigation of those impacts are set forth in Board Resolution Nos. 2010-114, 2010-128 and 2010-129, and are reaffirmed and incorporated herein by reference.*

Finding 7: That 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: *Staff has evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM85-12, and determined that any easements for public access or use have been identified on the tentative map and shall be maintained.*

Finding 8: Subject to Section 66474.4 of the Government Code, that the land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965 and that the resulting parcels following a subdivision of that land are not too small to sustain their agricultural use.

Evidence: *The property is not subject to a Land Conservation Act (Williamson Act) contract. The use of the parcel has historically been residential and agricultural, with accessory buildings located on the property. The approved Santana Ranch Specific Plan allows for the proposed development of the property.*

Finding 9: Subject to Section 66474.6 of the Government Code, that 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 parcel(s) will connect to the Sunnyslope County Water District. As part of the approval process for the Santana Ranch Specific Plan, the San Benito County Board of Supervisors determined that the Sunnyslope County Water District had the capacity to serve the project. This determination was reviewed and approved by the Central Coast Regional Water Quality Control Board.*

Finding 10: Subject to Section 8.1.5 of the Santana Ranch Specific Plan, the applicant did not fail to demonstrate that the infrastructure, services, facilities and amenities required to serve the land uses within the requested map will be completed prior to occupancy of those uses.

Evidence: *The Planning Department evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM 85-12 and determined that TSM 85-12 is in substantial compliance with the FEIR and all applicable aspects of the Santana Ranch Specific Plan and other prior project entitlements. Staff did not find any indication that the infrastructure, services, facilities and amenities required to serve the land uses within the requested map will not be completed prior to occupancy of those uses. Conditions of approval have been incorporated to ensure completion prior to occupancy.*

Finding 11: Subject to Section 8.1.5 of the Santana Ranch Specific Plan, the applicant did not fail to demonstrate that TSM 85-12 complies with the applicable zoning.

Evidence: *The Planning Department evaluated the proposed tentative subdivision map and all associated materials provided in connection with the application for TSM 85-12 and determined that TSM 85-12 is in substantial compliance with the FEIR and all applicable aspects of the Santana Ranch Specific Plan and other prior project entitlements, including the Santana Ranch Specific Plan (SR-SP) zoning designation. Staff did not find any indication that the land uses within the requested map would be inconsistent with the applicable zoning.*

Finding 12: Subject to Section 8.1.5 of the Santana Ranch Specific Plan, the applicant did not fail to demonstrate that approval of TSM 85-12 will not result in new significant, unmitigated environmental impacts or a significant increase in previously identified impacts.

Evidence: *The evidence in support of CEQA Finding Nos. 2 through 8 is incorporated herein by reference.*

Finding 13: Subject to Section 8.1.5 of the Santana Ranch Specific Plan, the applicant did not fail to demonstrate that approval of TSM 85-12 will not result in conditions that would jeopardize the public health, safety and general welfare.

Evidence: *The evidence in support of Subdivision Finding No. 6 is incorporated herein by reference.*

CONDITIONS OF APPROVAL:

1. **Hold Harmless:** Pursuant to Section 66474.9 of the California Government Code, upon written notice by the County, the subdivider shall defend, indemnify and hold harmless San Benito County and its agents, officers and employees from any claim, action or proceeding against San Benito County or its agents, officers or employees to attack, set aside, void or annul the approval of this minor subdivision and applicable proceedings. San Benito County reserves the right to prepare its own defense pursuant to Section 66474.9 of the Government Code. [Planning]

2. **Conformity to Plan:** 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 and by the Board of Supervisors in their approval of the Santana Ranch Specific Plan. 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]
3. **Compliance Documentation:** Prior to recordation of the Final Map(s), the applicant shall submit to the County Planning Department 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]
4. **Assessment:** Prior to recordation of the Final Map(s), 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 pre-payment of taxes for the current year the Final Map is recorded. [Planning, Assessor]
5. **Recordation:** The applicant shall submit a Final Map or multiple final maps to the County and the Final Map(s) shall be approved by the San Benito County Board of Supervisors, following review and approval by the County Planning Department and the County Public Works Department and recorded with the County Recorder. The Tentative Map shall expire as specified by the Development Agreement approval date, unless extended as provided by the Subdivision Map Act and the County's Subdivision Ordinance. Failure to record a Final Map within the period of approval or a period of extension shall terminate all subdivision proceedings. [Public Works, Planning]
6. **Easements:** The Final Map(s) shall show all easements for access, utilities, and drainage. [Public Works, Planning]
7. **Notice of Determination (California Fish & Wildlife Fees):** The applicant/developer/owner shall file the Notice of Determination, provided by the County Planning Department, with the County Clerk within five (5) days of approval of the tentative map. California Department of Fish and Wildlife fee (\$2,043 - Fish & Wildlife Code section 711.4(d)) must be submitted with the filing. A copy of the filed notice shall be submitted to the County Planning Department. 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 section 21167 and the project is not operative, vested, or final until the Notice is filed and the fee is paid (Public Resources Code section 21089(b)). [Planning]
8. **Conditions of Approval, Easements, and Restrictions:** Prior to recordation of the Final Map(s) all unmet conditions of approval, mitigation measures, easements, and restrictions shall be noted on a separate sheet(s) and recorded with the Final Map(s). [Planning]
9. **Community Financing District:** Prior to recordation of the first Final Map, the applicant shall cooperate and diligently work with the County to form a CFD or other mutually acceptable financing district or mechanism to enable the Project to remain revenue neutral as specified in Section 4.3 and Exhibit 11 to the Development Agreement. The applicant shall cover any and all actual County costs associated with said formation proceedings. All related processing fees, including State Board of Equalization fees, must be submitted prior to recordation of the Final Map. [LAFCO, Planning]
10. **Master Plans and Improvement Plans:** Prior to recordation of the first Final Map, the applicant shall submit for approval by the County Public Works Department, the following Master Plans, which shall govern subsequent development of the Santana Ranch project: 1) Infrastructure Master Plan; 2) Master Phasing Plan; 3) Potable Water Master Plan; 4) Reclaimed/Recycled Water Master Plan; 5) Wastewater

Master Plan; 6) Storm Drainage Master Plan, including detention facilities; 7) Park and Recreational Master Plan; 8) Landscape Master Plan for parks, recreational facilities, detention facilities, streets, and other open space areas, including walls, fences, berms, street lighting, street furniture, hardscape, and planting plans; and 9) Collector Street Improvement Plan, including designation of proposed transit (bus) stop locations. The project site shall be developed consistent with these Master Plans and also with the Master Phase Grading and Drainage Plan for the overall project site, which was submitted in connection with TSM 85-12, meeting the criteria specified in the Santana Ranch Specific Plan and Engineering Report for Development of Santana Ranch (RJA, October 2008). Prior to the recordation of each Final Map, the applicant shall submit for approval by the County Public Works Department, improvement plans for the proposed subdivision, consistent with the Master Plans. [Public Works]

11. **Construction Hours:** A note shall be placed on an additional sheet to the Final Map(s) that states: "As required by County Ordinance, Construction on the parcels shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday."
12. **Development Impact Fees:** The applicant shall pay all Development Impact Fees as specified in Section 3.2 and Exhibit 9 to the Development Agreement, upon issuance of Certificates of Occupancy or final inspection, whichever comes first, and calculated at the date of issuance of each Certificate of Occupancy, except for Traffic Impact Mitigation Fees (TIMF), which shall be calculated as of the date of issuance of each building permit.
13. **Mitigation Monitoring:** Prior to the recordation of the Final Map(s), the applicant/owner, County Counsel and the Planning Director shall agree to and sign the Mitigation Monitoring Program form(s). The Owner shall comply with all the mitigation measures set forth in the Mitigation Monitoring and Reporting Program (MMRP), which was previously adopted by the Board of Supervisors for the Santana Ranch project on October 5, 2010, as Exhibit C to Board Resolution No. 2010-114, and which is incorporated herein by reference, to reduce or avoid, to the extent feasible, the potentially significant and significant impacts of the Santana Ranch project. In adopting these mitigation measures, the Planning Commission intends to adopt each of the mitigation measures identified by the FEIR and applicable to the project. Accordingly, in the event a mitigation measure recommended in the FEIR has inadvertently been omitted from the MMRP, such mitigation measure as set forth in the FEIR is hereby adopted and incorporated by reference. In addition, in the event the language describing a mitigation measure set forth in the MMRP fails to accurately reflect the mitigation measure in the FEIR due to a clerical error, the language of the mitigation measure as set forth in the FEIR shall control, unless the language of the mitigation measure has been specifically and expressly modified. [Planning, County Counsel]
14. **Exterior Lighting:** Prior to recordation of the first Final Map, the applicant shall submit an exterior lighting plan, demonstrating conformance with the Specific Plan design guidelines with regard to exterior lighting as stated within Section 7.4. Neighborhood Commercial and Other Non-Residential Design Guidelines, Lighting (Specific Plan, p. 7-32), as well as with Title 19, Chapter 19.31 of the San Benito County Code. A note shall be placed on the Final Map(s) stating: "All exterior lighting shall be reviewed to insure that fixtures are shielded to reduce this impact to an insignificant level. New lighting for additional residential buildings would add nighttime glare to the project site and surrounding properties. As a condition of approval, a note shall be placed on the Final Map which states that all exterior lighting 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. Additionally, all fixtures shall comply with County Ordinance 748." [Mitigation Measure 3.1-3] [Planning and Building]
15. **Air Quality:** A note shall be included in the improvement plans to minimize particulate emissions and shall state: "The contractor shall require water trucks to operate in conjunction with grading equipment and

application of water shall be made as frequently as is necessary to control dust at a minimum of three times a day. If the dust is not adequately controlled through the application of water, grading activities will be suspended and an hourly watering schedule and/or maximum limit on the daily number of cubic yards to be graded will be imposed prior to the resumption of grading. In addition, all grading activities during periods of high winds (over 15 mph) are prohibited." [Planning]

Prior to the issuance of the first building permit for each phase of the project, the developer shall comply with the Specific Plan policies referenced in the FEIR Section 3.3. Air Quality, under the analysis of Impact 3.3-2 and, in addition, shall comply with the following mitigation measures set forth in the FEIR:

- a. Proposed commercial uses shall provide preferential carpool/vanpool parking spaces.
- b. Proposed commercial uses shall provide bicycle parking facilities.
- c. Transit-stop improvements (i.e., benches, lighting) shall be provided at transit stop locations. An information board in the Commercial center or at the bus stop will be provided to distribute information on ride sharing and other public transit services that may be offered by the San Benito County Local Transportation Authority (LTA).
- d. Non-wood-burning fireplaces shall be a standard feature throughout the project.
- e. Roof systems shall include radiant barrier sheathing to reflect radiant heat from the sun. This system lowers attic temperatures, improves energy efficiency, and reduces cooling energy costs. More roof vents than required by Title 24 will be installed to allow for natural air flow to keep the roof deck cool and dry without using the energy needed to run an attic vent fan.
- f. The project will meet or exceed California's Title 24 requirements.
- g. Orient homes to allow for passive solar design to the extent feasible.
- h. Provide a minimum of one exterior electrical outlet at rear, side, and front yard locations to promote/allow the use of electric landscape maintenance equipment. [Mitigation Measure 3.3-2]

Odor impacts from proposed Commercial Land Uses to sensitive receptors shall be minimized as follows:

- a. As part of the tentative map application process or the process that covers any commercial uses, the applicant in consultation with the County Planning and Public Works Departments shall demonstrate that any proposed commercial/convenience land uses that have the potential to emit objectionable odorous emissions are located as far away as feasible from existing and proposed receptors.
- b. If an odor-emitting facility is to occupy space in the project, odor control devices shall be installed, in accordance with Monterey Bay Unified Air Pollution Control District recommendations, to reduce the exposure of receptors to objectionable odorous emissions. [Mitigation Measure 3.3-4]

16. Dedication: The applicant shall make the following irrevocable offers of dedication with each final map.

- a. All streets shown on the tentative map not marked as "Private" as defined in the Specific Plan

17. Improvements:

- a. The applicant shall install the improvements as shown on the tentative map and applicable conditions of approval, and in all applicable Master Plans, improvement plans, the Santana Ranch Specific Plan, and the Development Agreement, in accordance with the applicable design standards.
- b. Prior to recording the first Final Map, the applicant shall bond for or make the following roadway improvements:
 - (1) all street improvements to be located within or around the Property, including those portions of Fairview, Sunnyslope and Hillcrest Roads and related improvements as set forth in the Specific Plan and Exhibit 7 to the Development Agreement.
 - (2) All streets shown on the tentative map that are not marked as "Private" as defined in the Specific Plan and the Master Plans

18. Easements: The Final Map(s) shall show easements for access, utilities, and drainage.

19. **Street Names:** Prior to recordation of the first Final Map and pursuant to Section 23.07.003(A) of the San Benito County Code, the applicant must submit a list of proposed street names for the unnamed common driveway to the County communication department for road name approval.
20. **Drainage Standards:** The project site shall be developed consistent with the Master Phase Grading and Drainage Plan for the overall project site, submitted in connection with TSM 85-12, meeting the criteria specified in the Santana Ranch Specific Plan and Engineering Report for Development of Santana Ranch (RJA, October 2008), as well as applicable Specific Plan policies. Site-specific grading and drainage plans shall be prepared for each phase of the project, and shall conform to the Master Phase Grading and Drainage Plan for the overall site, subject to review and approval by the County. Said plans shall include the following provisions: (a) all site drainage facilities shall conform to County design standards, and shall be designed to detain the difference between a pre-development 10-year and 100-year storm event on the project site; (b) impervious surfaces in the residential areas shall be minimized where possible to reduce runoff; and (c) the existing roadside swale along Fairview Road and outfall to Santa Ana Creek shall be assessed by the project engineer to ensure there is adequate capacity to accommodate 10-year storm flows from the project, in combination with existing stormwater flows from all other tributary properties. The assessment shall include any required measures to ensure adequate stormwater capacity to accommodate 120-year stormwater flows from the project, and be included with the project drainage plans submitted for review and approval by the San Benito County Public Works Department. The swale and outfall shall be improved in accordance with any requirements of the Public Works Department to ensure adequate capacity. *[Mitigation Measure 3.8-1]* As per County Code Chapter 19.17, as part of the submission of engineered improvement plans for this project, the applicant shall comply with County Drainage Standards and provide drainage and erosion control details for the project, including drainage calculations and construction details for either a retention or detention pond for impermeable surfaces created as part of this project. Details and directions of flows of drainage swales and grades shall also be included. All drainage improvement must be installed or bonded for prior to recordation of the first Final Map.
21. **Encroachment Permit:** Pursuant to Section 19.27.004 of the San Benito County Code, prior to commencement of any work being performed within the County right-of-way, the applicant shall obtain a Public Works Encroachment Permit.
22. **As Built Plans:** Prior to the recordation of the first Final Map or before release of alternate Bond, one set of "As Built" Improvement Plans shall be prepared by the applicant's engineer and delivered to the Public Works Department.
23. **Fire:** Any and all development on this property shall be required to meet the standards set forth in the latest editions of the 2010 California Fire Code, or if subsequently amended, the standards set forth in the latest editions of the California Fire Code, Public Resources Code 4290 and 4291, Sections 21.01.020 through 21.01.024 of the San Benito County Code and other related codes as they apply to a project of this type and size. A note shall be placed on an additional sheet to the Final Map(s) that states: "Prior to the issuance of any permits for new development, the applicant shall comply with all requirements of the 2010 California Fire Code."
24. **Water Softeners:** A note shall be placed on the subdivision improvement plans and on an additional sheet to the Final Map(s) that states: "The use of on site-regenerating water softeners is prohibited. Off site regeneration softening systems may be used subject to the approval of the San Benito County Water District". *[Planning]*

- 25. Affordable Housing:** The applicant shall provide for affordable housing as specified in Section 2.7 of the Development Agreement.
- 26. Domestic Water:** The applicant shall provide domestic water system improvements as shown on the tentative map and in all applicable Master Plans, including but not limited to the Potable Water Master Plan, improvement plans, and the Santana Ranch Specific Plan, pursuant to Sunnyslope County Water District Standards.
- 27. Sanitary Sewer Improvements:** The applicant shall install sanitary sewer improvements as shown on the tentative map and in all applicable Master Plans, including but not limited to the Wastewater Master Plan, improvement plans, and the Santana Ranch Specific Plan, pursuant to San Benito County Standards.
- 28. Roadway Landscaping Improvements:** The applicants shall install roadway landscape improvements as shown on the tentative map and in all applicable Master Plans, including but not limited to the Landscape Master Plan, and improvement plans, pursuant to San Benito County Standards.
- 29. Park Improvements:** The applicant shall install approximately eighteen (18) acres of parks and recreational space and related improvements, which shall consist of an approximate six (6) acres Community Park, an approximate ten (10) acre Linear Park, and approximately two (2) acres of Neighborhood Parks (Formal Parks), and additional park and recreational space and all related improvements including, without limitation, a public trail system to provide pedestrian and bicycle access throughout the Santana Ranch project, landscaped parkways, naturally designed detention basins, and various "tot lots" throughout the Santana Ranch Specific Plan (Additional Park and Recreational Space), as shown on the tentative map, and in all applicable Master Plans, including but not limited to the Park and Recreational Master Plan, improvement plans, the Santana Ranch Specific Plan and Development Agreement, pursuant to San Benito County Standards. The applicant shall meet the following conditions required as mitigation measures set forth in the Santana Ranch Specific Plan:
- a. Final certificates of occupancy shall not be issued for greater than 50 percent of the dwelling units for each Neighborhood of the project until the neighborhood and pocket park facilities associated with the specific Neighborhood are fully developed and available for use. *[Mitigation Measure 3.12-1a]*
 - b. Final certificates of occupancy shall not be issued for more than 300 of the overall maximum number of dwelling units within the Santana Ranch project until the Community Park is fully developed and available for use. The Linear Park, including all improvements, shall be constructed prior to the completion of Phase IV infrastructure. *[Mitigation Measure 3.4-1b]*
 - c. The project's pedestrian and bicycle circulation network shall be developed in accordance with the project's phasing plan as approved by the Public Works Department. *[Mitigation Measure 3.4-1c]*
- 30. Reclaimed Irrigation Water Improvements:** The applicant shall install the reclaimed irrigation water improvements as shown on the tentative map, and in all applicable Master Plans, including but not limited to the Reclaimed/Recycled Water Master Plan, improvement plans, and the Santana Ranch Specific Plan, pursuant to San Benito County and SBCWD Standards.
- 31. Traffic:** The applicant shall pay the 2012 Transportation Mitigation Impact Fee (TMIF). As discussed in the Santana Ranch Specific Plan FEIR, the TMIF fee will mitigate, to the extent feasible, traffic impacts for the following intersections/roads: Airline Highway and Union Road, Union Road/Mitchell Road and Highway 156, Cienega Road and Union Road, Highway 25 (US 101 to SR 156), Highway 156 (Union Road to The Alameda) Fairview Road/Ridgemark Drive and Airline Highway, Fairview Road and Meridian Street, Memorial Drive and Hillcrest Road, Highway 25 Bypass and Hillcrest Road, East Street and Fourth Street, Fairview Road and Fallon Road, Highway 156 and Fairview Road, San Felipe Road and McCloskey Road, W. 20th Road, Westside Boulevard and Nash Road. In addition to payment of the TMIF, the applicant

shall meet the following traffic conditions required as mitigation measures set forth in the Santana Ranch Specific Plan FEIR, and/or as required under Section 2.5 of the Development Agreement.

- a. Fairview Road: The applicant shall make the improvements to Fairview Road and project entrances at Hillcrest Road and Sunnyslope Road, as set forth in 2.5 and Exhibit 7 to the Development Agreement.
- b. Highway 25 and Wright Road: if the improvements to Wright Road at the intersection with Highway 25 (improvements on Wright Road associated with signalizing the intersection) are covered in the TIMF at the time of payment, then the developer shall pay the applicable TIMF fee as a fair share contribution toward improvements to Wright Road at this intersection. If the improvements are not covered in the TIMF at the time of payment, then developer shall pay its fair share contribution (based on its pro rata contribution of trips) to the Benefit Area toward improvements to Wright Road at this intersection. *[Mitigation Measure 3.13-1b]*
- c. Fairview Road and McCloskey Road: Prior to issuance of the 501st residential building permit and building permit(s) for commercial uses in excess of 50,000 square feet the developer shall construct the required signal improvements, subject to any fee credits and/or reimbursement for which the developer may be eligible. The County, in its discretion, may modify the timing of construction of the identified improvements to a later date, based on a supplemental traffic analysis provided by the developer that demonstrates, based on substantial evidence, that the need for the identified improvement will not be triggered until such later date. *[Mitigation Measure 3.13-1e]*
- d. Valley View Road and Sunnyslope Road: Prior to issuance of the 145th residential building permit for the project, the developer shall construct the required signal and turn pocket (westbound left-turn pocket and separate northbound left-turn pocket) improvements, subject to any fee credits and/or reimbursement for which the developer may be eligible. The County, in its discretion, may modify the timing of construction of the identified improvements to a later date, based on a supplemental traffic analysis provided by the developer that demonstrates, based on substantial evidence, that the need for the identified improvement will not be triggered until such later date. *[Mitigation Measures 3.13-1g and 3.13-4]*
- e. McCray Street and Hillcrest Road: if the improvements to McCray Street and Hillcrest Road (improvements on McCray Street and Hillcrest Road associated with modifying the traffic signal to include protected left-turn phasing on the east and west approaches and adding a dedicated right-turn lane on both Hillcrest Road approaches) are covered in the TIMF at the time of payment, then the developer shall pay the applicable TIMF fee as a fair share contribution toward improvements to at this intersection. If the improvements are not covered in the TIMF at the time of payment, then developer shall pay its fair share contribution (based on its pro rata contribution of trips) to the Benefit Area toward improvements at this intersection. *[Mitigation Measure 3.13-7]*
- f. San Benito Street and South Street: if the improvements to San Benito Street and South Street (improvements on San Benito Street and South Street associated with conversion of all approaches at the intersection to have one left-turn lane, one through lane, and one right-turn lane, and conversion of the existing traffic signal to operate with protected left-turn phasing on all approaches) are covered in the TIMF at the time of payment, then the developer shall pay the applicable TIMF fee as a fair share contribution toward improvements to at this intersection. If the improvements are not covered in the TIMF at the time of payment, then developer shall pay its fair share contribution (based on its pro rata contribution of trips) to the Benefit Area toward improvements at this intersection. *[Mitigation Measure 3.13-8]*

32. Biotic Conditions: The applicant shall meet the following biotic conditions required as mitigation measures set forth in the Santana Ranch Specific Plan FEIR.

- a. Prior to any vegetation removal or ground disturbing activities on the project site, focused surveys shall be conducted by a qualified biologist retained by the developer and approved by the County to determine the presence of special-status plant species with potential to occur in the impact areas. The

costs associated with retention of the biologist and completion of the surveys shall be paid for by the project developer. Surveys shall be conducted in accordance with CDFG's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (CDFG 2009). These guidelines require rare plant surveys to be conducted at the proper time of year when rare or endangered species are both "evident" and identifiable. Field surveys shall be scheduled to coincide with known blooming periods, and/or during periods of physiological development that are necessary to identify the plant species of concern. If no special-status plant species are found, the project will have no impacts to rare plants, and no further rare plant mitigation measures are required. [Mitigation Measure 3.4-1a]

- b. If any rare plants are found on-site, the developer shall consult with the USFWS, CDFG, and/or CNPS, as applicable, to determine appropriate minimization and mitigation for special-status plants, which shall include, but is not limited to the following measures: The developer shall use diligent, good faith efforts to salvage portions of the habitat or plant populations that will be lost as a result of implementation of the project by transplanting the plants that would be adversely affected by the proposed project for either re-establishment after construction is complete or for planting in a preserve with appropriate habitat. The developer, in consultation with the biologist, shall develop and fund a propagation program for the salvage and transfer of rare, threatened, or endangered plant populations from the site before the initiation of construction activities. Said plan shall include the following criteria, as approved by the appropriate consulting agency: The location for propagating or transplanting plants, and a mechanism for the conservation and management of this land; the success criteria associated with the mitigation program, and triggers for remedial measures if success criteria are not achieved; the means for assessing and preventing genetic contamination at the translocation site; and the monitoring that will be conducted to evaluate success of the proposed mitigation. Permits may be required from the CDFG or USFWS, which would ensure that certified biologists are involved in the propagation and transport of rare, threatened or endangered plant species. (Note: Propagation methods for the salvaged plant population may be developed on a case-by-case basis and must include the involvement of local conservation easements/preserves/open space, where applicable.) The propagation and transfer of individual plant species must be performed at the correct time of year and successfully completed before the project's construction activities eliminate or disturb the plants and habitats of concern. [Mitigation Measure 3.4-1b]
- c. Prior to any ground disturbance within the project site, replacement activation and dispersal habitat for California tiger salamander shall be required at a 1:1 ratio of project site impact area to compensation habitat area. Providing aquatic breeding habitat (i.e., ponds) on the mitigation lands could, at the County's discretion, reduce the amount of upland mitigation required by up to 50% of the total upland habitat requirement so that the upland habitat requirement may be reduced to 0.5:1 (compensation area to impacted area). This would allow a landscape-based mitigation strategy that provides a greater benefit to the species by creating more breeding ponds in relatively dry San Benito County as opposed to preserving more upland areas. This mitigation requirement may be satisfied by the purchase of credits in a conservation bank and/or project-specific off-site mitigation. Prior to the issuance of grading permit(s), the project applicant shall provide the County with either: (1) proof of purchase of the required number of credits in an approved conservation bank, or (2) a Habitat Management Plan to fix the details of the implementation of the proposed habitat mitigation. This Plan, which must be approved by the County, shall at a minimum include the following information: (a) a summary of habitat impacts and mitigation ratios, and shall demonstrate that the required mitigation ratios are satisfied; (b) a description of the location and boundaries of the mitigation site and description of existing site conditions; (c) a description of measures to be undertaken to enhance the property for use by California tiger salamanders and to protect particularly sensitive resources (e.g., breeding ponds); (d) a description of site management (e.g., grazing) and maintenance measures, including regular maintenance (e.g., of fencing) and less frequent, longer-term maintenance (e.g., maintenance of ponds and berms to ensure long-term functionality as tiger salamander breeding habitat); and (e) a description of habitat and species

monitoring measures on the mitigation site; (f) a description of the process by which remediation of problems with the mitigation site (e.g., presence of non-native predators and competitors) will occur; and (g) an endowment fund shall be established and funded by the project applicant for the monitoring and perpetual management and maintenance of the mitigation site. The principal in the endowment will be calculated so that it will generate sufficient revenue to cover the costs of maintenance, monitoring, and management of the mitigation site as outlined in the Habitat Management Plan. The endowment will be made to the benefit of a third-party management entity approved by the County, the USFWS, and the CDFG. Additionally, if the accepted mitigation lands are located within the range of the California red-legged frog, western spadefoot, and San Joaquin kit fox and support suitable habitat for those species as well, these same mitigation sites may be utilized to meet the mitigation requirements for those three species, which are also identified as potentially adversely impacted by project development.

[Mitigation Measure 3.4-1c]

- d. Prior to initiation of grading and other ground-disturbing activities at the project site, exclusion fencing with one-way ramps, one-way doors, or similar USFWS-approved exclusion devices shall be installed around the project area to passively exclude amphibians (such as California tiger salamander and red legged frog) from accessing the project impact area, while still allowing amphibians to leave the project impact area in accordance to the guidance set forth by USFWS and CDFG. The barrier shall consist of three-foot-tall silt fencing with the bottom edge buried to a depth of at least six (6) inches below the soil surface, held in place by rigid stakes or other stable means. Silt fence fabric shall also be installed on any swinging gates or other movable sections of temporary construction fencing. Fence fabric installed on gates and moveable sections of fence shall drape onto the ground surface to form a continuous barrier to California red-legged frog and California tiger salamander access. Installation of silt fencing and fence fabric shall be supervised by a qualified biologist, who shall be retained by the developer and approved by the County. Said barriers shall remain in place until all development activities within the disturbance area have been completed. Said barriers shall be inspected, maintained and repaired as necessary to ensure continuous functionality. *[Mitigation Measure 3.4-1d]*
- e. Any netting used for erosion control or other purposes during the construction phase of the project shall be of tightly woven fiber or similar material or products approved by USFWS and CDFG, to ensure that California red-legged frogs and California tiger salamanders do not get trapped within the netting. Plastic monofilament netting (erosion control matting) or similar material shall not be used. This netting specification shall be incorporated within the bid and construction documents for the project. *[Mitigation Measure 3.4-1e]*
- f. All vegetation within the affected areas containing or immediately adjacent to aquatic habitats shall be removed by hand just prior to the initiation of construction in these areas to remove cover that might be used by California tiger salamanders or California red-legged frogs, thus facilitating the detection of individual of these species. *[Mitigation Measure 3.4-1f]*
- g. Mitigation lands providing similar or better habitat for California red-legged frogs relative to that being impacted shall be provided at a minimum 1:1 ratio of project site impact area to compensation habitat area, and preserved and managed in perpetuity. Providing aquatic breeding habitat (i.e., ponds) on the mitigation lands could, at the County's discretion, reduce the amount of upland mitigation required by up to 50% of the total upland habitat requirement (so that the upland habitat requirement may be reduced to 0.5:1 (compensation area to impacted area). The creation of breeding ponds to serve as partial upland impacts mitigation could provide a greater benefit to the local California red-legged frog populations, because the relative lack of breeding habitat in dry San Benito County is the limiting factor for the local California red-legged frog population. This mitigation requirement may be satisfied by the purchase of credits in a conservation bank and/or project-specific off-site mitigation. Prior to the issuance of grading permit(s), the project applicant shall provide the County with either: (1) proof of purchase of the required number of credits in an approved conservation bank, or (2) a Habitat Management Plan to fix the details of the implementation of the proposed habitat mitigation. This Plan, which must be approved by the County, shall at a minimum include the following information: (a) a

- summary of habitat impacts and mitigation ratios; (b) a description of the location and boundaries of the mitigation site and description of existing site conditions, and shall demonstrate that the required mitigation ratios are satisfied; (c) a description of measures to be undertaken to enhance the property for use by California red-legged frogs and to protect particularly sensitive resources (e.g., breeding ponds or non-breeding aquatic habitat); (d) a description of site management (e.g., grazing) and maintenance measures, including regular maintenance (e.g., of fencing) and less frequent, longer-term maintenance (e.g., maintenance of ponds and berms to ensure long-term functionality as red-legged frog breeding habitat); (e) a description of habitat and species monitoring measures on the mitigation site; (f) a description of the process by which remediation of problems with the mitigation site (e.g., presence of non-native predators and competitors) will occur; and (g) an endowment fund shall be established and funded by the project applicant for the monitoring and perpetual management and maintenance of the mitigation site. The principal in the endowment will be calculated so that it will generate sufficient revenue to cover the costs of maintenance, monitoring, and management of the mitigation site as outlined in the Habitat Management Plan. The endowment will be made to the benefit of a third-party management entity approved by the County, the USFWS, and the CDFG. [Mitigation Measure 3.41-g]
- h. A preconstruction survey for California red-legged frogs following the survey methodology outlined in Revised Guidance on Site Assessments and Field Surveys for the California Red-legged Frog (USFWS 2005) or as determined during consultation with USFWS shall be undertaken no more than two months prior to commencement of any construction or mitigation implementation activities. Surveys shall be conducted by a qualified biologist retained by the developer and approved by the USFWS. The costs associated with retention of the biologist and completion of the surveys shall be paid for by the project developer. Surveys shall be conducted for two (2) days and two (2) nights within the 14-day period. The final nighttime survey shall occur the evening preceding the commencement of construction or mitigation implementation activities. If California red-legged frogs are found during preconstruction surveys, nighttime surveys shall continue, and no construction or mitigation implementation activities shall be commenced, until California red-legged frogs are no longer found during a survey. Alternatively, relocation of any California red-legged frogs from the impact areas may be undertaken, with approval of the USFWS, and under the supervision of the biologist, immediately after the frogs are relocated, a temporary exclusion barrier shall be constructed around the aquatic habitat to be impacted, under the supervision of a qualified biologist, to prevent frogs that are relocated from moving back onto the area of impact. Nighttime surveys shall then continue inside the barrier until frogs are no longer detected during a survey. [Mitigation Measure 3.41-h]
 - i. All vegetation within affected areas containing or immediately adjacent to aquatic habitats shall be removed by hand just prior to the initiation of construction in these areas to remove cover that might be used by California red-legged frogs or California tiger salamanders, thus facilitating the detection of individuals of these species. [Mitigation Measure 3.41-i]
 - j. During all construction and mitigation implementation, Best Management Practices (BMPs) shall be used to minimize erosion and impacts to water quality to protect water quality in downstream areas. The erosion control and landscaping specifications shall allow only natural fiber, biodegradable meshes and coir rolls, or other products as approved by USFWS and CDFG. [Mitigation Measure 3.41-j]
 - k. The USFWS *Standardized Recommendations for protection of the San Joaquin Kit Fox Prior to or During Ground Disturbance* (USFWS 1999b) shall be implemented prior to initiation of any construction activity on the project site to avoid take of individual San Joaquin kit foxes. As part of the implementation of these guidelines, transect surveys to detect potential kit fox dens shall be performed by a qualified biologist approved by the USFWS and retained by the developer, within 15 days prior to any habitat modification. Walking transects shall be conducted such that 100% visual coverage of the area of the project site planned to be under disturbance is achieved. The costs of retaining the biologist and performance of the survey shall be paid for by the project developer. If potential kit fox dens are identified that will be impacted by construction, the sensitivity status of the den shall be determined by

the biologist. If the den is determined to be unoccupied, it shall be destroyed immediately to preclude subsequent occupation by kit foxes. *[Mitigation Measure 3.4-1k]*

- l. Any occupied den located within the construction area may only be excavated during the non-reproductive season (August 1 to October 31). Prior to excavation, the entrance to the den shall be progressively plugged with loose dirt for at least five (5) days to discourage the use of the den while still allowing resident foxes to escape. The den shall be monitored daily during this time by the biologist. When there is no sign of activity at the den and it is deemed safe to do so by the biologist, the den shall be dug out with hand tools to a point where it is certain that no kit foxes are present. The den shall then be fully excavated, filled with dirt and compacted to ensure that kit foxes cannot re-enter the den during the construction period. Protective exclusion zones and fencing shall be established around dens that are determined to be occupied by kit foxes during the reproductive season (November 1 to July 31). Non-natal dens shall be protected by a 300-foot exclusion zone and natal/pupping den shall be protected by a 500-foot exclusion zone. Exclusion zones around the dens shall not prevent access to the dens by kit foxes, and shall be maintained until all construction-related or operational disturbances have been terminated. Construction and other project activities shall be prohibited or restricted within these exclusion zones as determined necessary by the biologist. Only essential vehicle operation on existing roads and foot traffic in the exclusions zones will be permitted. Otherwise, all construction, vehicle operation, material storage, or any other type of surface-disturbing activity shall be prohibited within the exclusion zones. All fencing shall be removed immediately after construction to avoid attracting subsequent attention to dens. *[Mitigation Measure 3.4-1l]*
- m. A worker's environmental awareness program (WEAP) shall be conducted by a qualified biologist before the initiation of any construction activity for all contractors and their employees involved in the project. The program shall consist of a brief presentation by the USFWS-approved biologist to explain (1) compliance provisions and restrictions of all project permits; (2) how to recognize listed and special-status species that could occur onsite; and (3) how best to avoid the accidental take of listed and special-status species. The program shall include the following: a description of the species and their habitat needs; photographs of these species; an explanation of the legal status of these species and their protection under the Endangered Species Act; and a list of measures being taken to reduce effects to these species during project construction. A fact sheet conveying this information shall be prepared for distribution to the above-mentioned personnel and all others who may enter the project site. Upon completion of training, construction personnel shall sign a form stating that they attended the training and understand all the conservation and protection measures. The original form(s) shall be submitted to the USFWS. *[Mitigation Measure 3.4-1m]*
- n. Prior to project groundbreaking, the developer shall submit the qualifications of its proposed biologist(s) to the USFWS for its review. The USFWS-approved biologist shall be onsite during all construction-related activities, including groundbreaking, earth-moving, and other construction activities, which could result in the take of the California tiger salamander, California red-legged frog, and/or San Joaquin kit fox; the need for the biologist's presence shall be determined by the recommendation of the qualified biologist or the USFWS. The biologist(s) shall have the authority to stop any work that may result in the take of listed species. Any employee or contractor who might inadvertently kill or injure a California tiger salamander, California red-legged frog or San Joaquin kit fox, or anyone who finds a dead, injured, or entrapped individual of these species shall report the occurrence to the onsite biologist. The onsite biologist shall possess a working cell phone whose number shall be provided to the USFWS. In addition, the developer shall ensure that a readily available copy of the Biological Opinion associated with the proposed project is maintained by the construction foreman/manager on the project site whenever earthmoving and/or construction is taking place. The name and telephone number of the construction foreman/manager shall be provided to the USFWS prior to project groundbreaking. *[Mitigation Measure 3.4-1n]*
- o. If a California tiger salamander, California red-legged frog, or any amphibian that construction personnel believes may be one of these species, or San Joaquin Kit Fox, is encountered during project

construction, the following protocol shall be followed: (1) all work that could result in direct injury, disturbance, or harassment of the individual animal shall immediately cease; (2) the foreman and onsite biologist shall be immediately notified; (3) the onsite biologist shall notify the USFWS via telephone or electronic mail within one (1) working day; and (4) if at any time a California tiger salamander and/or California red-legged frog is discovered in the construction area by the onsite biologist or any other person, the onsite biologist shall move the animal to a safe USFWS-approved offsite location. This location will be determined by the developer, but must be approved by the USFWS prior to the initiation of preconstruction surveys. If a San Joaquin kit fox is found in construction areas, the onsite biologist shall halt construction and allow the animal to disperse on its own. The individual shall be monitored until it is determined that the animal is not imperiled by predators or other dangers. *[Mitigation Measure 3.4-1o]*

- p. During construction activities, the following measures shall be implemented to ensure no direct take or harm to special-status species: (1) Because California tiger salamanders, California red-legged frogs, and San Joaquin kit foxes are attracted to cavities such as pipes and may enter stored pipes and become trapped, all construction pipes, culverts, or similar structures that are stored at a construction site for one or more overnight periods shall be either securely capped prior to storage or thoroughly inspected by the onsite biologist and/or the construction foreman/manager before the pipe is subsequently buried, capped, or otherwise used or moved in any way. In addition, the onsite biologist and/or construction foreman/manager shall ensure all excavated, steep-walled holes or trenches more than one foot deep are completely covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks and inspected by the onsite biologist. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals by the onsite biologist and/or construction foreman/manager. (2) To avoid attracting predators of special-status species that may occur within or surrounding the project site, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed at the end of each working day from the entire construction site. (3) Construction vehicles shall observe a 15 mph speed limit within the project site. (4) Nighttime construction shall be minimized to the maximum extent feasible. (5) Pesticides and herbicides shall be utilized in such a manner to prevent primary or secondary poisoning of the California tiger salamander, California red-legged frog, and San Joaquin kit fox and the depletion of prey populations on which they depend. All uses of such compounds shall observe label and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and other appropriate State and Federal regulations, as well as additional project-related restrictions deemed necessary by the USFWS. *[Mitigation Measure 3.4-1p]*
- q. The lead agency for this project is required, in accordance with applicable laws and regulations, to consult with the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Game (CDFG) concerning effects to listed species. The project applicant shall obtain an Incidental Take Permit for these species before proceeding with any construction activities to the extent required under applicable laws and regulations. Conditions of any Incidental Take Permit which may include additional avoidance measures shall be adhered to for the length of the permit. *[Mitigation Measure 3.4-1q]*
- r. The developer will compensate for the direct impacts to annual grasslands and agricultural lands that may be used as foraging habitat by San Joaquin kit fox at a 1:1 ratio (one acre of habitat preserved for every acre removed) by either preserving foraging habitat offsite, purchasing mitigation credits at a USFWS/CDFG-approved mitigation bank, or paying an in-lieu fee. *[Mitigation Measure 3.4-1r]*
- s. During preconstruction surveys and construction monitoring for California tiger salamanders and California red-legged frogs, the biologist will also survey for individuals of the western spadefoot, western pond turtle, and San Joaquin whipsnake. If juvenile or adult individuals are found within the survey area, they should be moved to suitable habitat at least 150 meters (500 feet) outside of the affected area. If a pond turtle or whipsnake is found within the survey area, construction activities

should not take place within 30 meters (100 feet) of the nest until the eggs have hatched, or the eggs have been moved to an appropriate location. [Mitigation Measure 3.4-2a]

- L. Within project work areas and within 250 feet of work areas, surveys for occupied owl burrows shall be performed within 30 days prior to site disturbance, using CDFG and California Burrowing Owl Consortium guidelines (CBOC 1993). All occupied burrows shall be mapped on an aerial photo. At least 15 days prior to the expected start of any project-related ground disturbance activities, or restart of activities, the developer shall provide the burrowing owl survey report and mapping to the CDFG. If construction is delayed or suspended for more than 30 days after the survey, the area shall be resurveyed. If no burrowing owls are detected during the pre-construction survey, no further action is necessary. Based on the burrowing owl survey results, the following actions shall be taken by the developer to avoid impacts during construction in accordance with CDFG guidance. (1) During the non-breeding season (September 1 through January 31), no disturbance shall occur within a 160-foot radius of an occupied burrow if feasible. If disturbance must occur within this buffer during the non-breeding season, the applicant shall ensure that a buffer sufficient to avoid direct, physical disturbance of the occupied burrow is maintained, or shall have a qualified biologist passively relocate the owl to prevent injury or mortality of individuals. During the nesting season (February 1st through August 31st), occupied burrows shall not be disturbed within a 250-foot radius unless a qualified biologist approved by the CDFG verifies through non-invasive methods that either (a) the birds have not begun egg-laying and incubation; or (b) that juveniles from the occupied burrows are foraging independently and are capable of independent survival. (2) If owls must be moved away from the disturbance area, passive relocation techniques (as outlined by the CDFG [i.e., use of one-way doors]) shall be used rather than trapping. (3) If owls are present in or within 160 feet of areas scheduled for disturbance or degradation (e.g., grading) and nesting is not occurring, owls shall be removed per CDFG-approved passive relocation protocols. Passive relocation requires the use of one-way exclusion doors, which shall remain in place at least 48 hours prior to site disturbance to ensure owls have left the burrow prior to construction. (4) If paired owls are nesting in areas scheduled for disturbance or degradation, nest(s) shall be avoided by a minimum 250-foot buffer from February 1 through August 31 or until fledging has occurred. Following fledging, owls may be passively relocated. [Mitigation Measure 3.4-2b]
- u. For trees/shrubs that must be removed to construct the proposed project, the project developer shall target the removal of trees and other vegetation to occur outside the nesting season between September 1st and February 28th. If trees/shrubs cannot be removed outside the nesting season, pre-construction surveys will be conducted prior to vegetation removal to verify the absence of active raptor nests within 250 feet of construction activities and active loggerhead shrike nests within 100 feet of construction activities. If construction or tree/shrub removal is proposed during the breeding/nesting season for local avian species (typically March 1st through August 31st), a focused survey for active nests of raptors and other migratory birds within and in the vicinity of (no less than 250 feet outside project boundaries, where possible, for raptors and 100 feet for loggerhead shrikes and other migratory birds) the project construction activities shall be conducted by a qualified biologist. Surveys shall include searches of all potential nest sites, including snags, shrubs, ground, buildings and other structures. The survey would detect the presence of uncommon species such as loggerhead shrike and common species such as red-tailed hawk, mourning dove, and western scrub-jay. Two surveys shall be conducted, at least one week apart, with the second survey occurring no more than two days prior to vegetation removal. If no active nests are found, vegetation removal or construction activities may proceed. If an active nest is located during pre-construction surveys, USFWS and/or CDFG (as appropriate) shall be notified regarding the status of the nest. Furthermore, construction activities shall be restricted as necessary to avoid disturbance of the nest until it is abandoned or the biologist deems disturbance potential to be minimal. Restrictions may include establishment of exclusion zones (no ingress of personnel or equipment at a minimum radius of 250 feet around an active raptor nest and 100 feet around an active non-raptor migratory bird nest) or alteration of the construction schedule. No action is

necessary if no active nests are found or if construction will occur during the non-breeding season (generally September 1st through February 28th). [*Mitigation Measure 3.4-2c*]

- v. A bat survey shall be performed by a wildlife biologist or other qualified professional between March 1 and July 31 in the year prior to the removal of any oak trees or buildings. If special-status bat roosts are identified onsite, the County shall require that the bats be safely flushed from the sites where roosting habitat is planned to be removed prior to roosting season (typically May to August, though possibly as early as April) of each construction phase and prior to the onset of construction activities. If maternity roosts are identified during the maternity roosting season, they shall remain undisturbed until a qualified biologist has determined the young bats are no longer roosting. If a maternity roost is found to occur onsite, replacement roost habitat (e.g., bat boxes) shall be provided onsite for roosting sites removed. If no bat roosts are detected, then no further action is required, provided that trees and buildings are removed prior to the next breeding season, and within 30 days of the original survey. If removal is delayed, then an additional pre-demolition survey shall be conducted within 30 days prior to removal to ensure that a new bat colony has not been established. The project may be constructed without the elimination or disturbance of a roosting colony, provided that a wildlife biologist shall identify activity buffer zones and construction timing limits to ensure the continued success of the colony. Such buffer zones may include a construction-free barrier of 200 feet from the roost and/or the timing of the construction activities outside of the maternity roost season (after July 31 and before March 1), based on direction from the California Department of Fish and Game. If an active nursery roost is known to occur onsite and the project cannot be conducted outside of the maternity roosting season, bats shall be excluded from the site after July 31 and before March 1 to prevent the formation of maternity colonies. Non-breeding bats shall be safely evicted, under the direction of a bat specialist. [*Mitigation Measure 3.4-2d*]
- w. Preconstruction surveys for badger dens and burrows shall occur concurrently with burrowing owl and kit fox surveys to ensure that no occupied dens or burrows are present within or surrounding project construction activities. If active dens/burrows are present on or immediately adjacent to (i.e., within 300 feet of) the project site, a buffer, within which no new activity will be permissible, will be maintained between the den and construction activities during the pupping season (i.e., February 15 through July 1, or as otherwise determined through surveys and monitoring of the den). The size of the buffer will be determined by a qualified biologist in consultation with the CDFG. Any dens determined to be occupied, but which cannot be avoided through construction timing or activity buffers, may be vacated during the non-pupping season by a qualified biologist using the procedures identified in Mitigation Measure 3.4-1k (condition 32(k) above). If no active dens/burrows are found, then no further mitigation is necessary. [*Mitigation Measure 3.4-2e*]

33. Wetlands:

- a. The developer shall comply with USACE "no net loss" policy for mitigation of wetlands under the jurisdiction of the USACE. The developer shall apply for a Section 404 permit, a Section 401 permit, and a 1602 Streambed Alteration Agreement (if applicable). If wetland resources are proposed to be taken, the project developer shall do all of the following: (1) If required, apply for a Section 404 permit from the USACE after verification of the wetland delineation by the U.S. Army Corps of Engineers (USACE). Any waters of the U.S. that would be lost or disturbed shall be replaced or rehabilitated on a "no net loss" basis in accordance with the USACE mitigation guidelines. Habitat restoration, rehabilitation, and/or replacement shall be at a location and by methods agreeable to the USACE. (2) Obtain a Section 401 water quality certification from the RWQCB. (3) A mitigation plan shall be implemented that includes one of the following: (a) completion of a Mitigation and Monitoring Plan that includes on- or off-site creation/preservation of the wetlands; or (b) credits may be obtained at an approved mitigation bank. The project developer shall provide written evidence to the County from the USACE and the RWQCB that this measure has been complied with prior to project approval. [*Mitigation Measure 3.4-3a*]

- b. A 1602 Streambed Alteration Agreement for removal of or disturbance to riparian habitat and waters of the U.S. (i.e., stream, lake, or river) from CDFG may be required for the proposed project, depending on the final design of the outfall area. This agreement would include measures to minimize and restore riparian habitat. The 1602 Streambed Alteration Agreement would require the project developer to prepare and implement riparian vegetation mitigation and monitoring plan for disturbed riparian vegetation. If impacts to riparian and other sensitive natural communities are not avoidable, and on-site preservation is not possible, habitat compensation standards include a 2:1 (two acres of preserved habitat for every acre impacted) impact preservation ratio. *[Mitigation Measure 3.4-3b]*
 - c. Prior to working near any wetlands and other waters of the U.S., all heavy equipment shall be closely examined for oil and fuel discharges. All equipment operated adjacent to these areas shall be checked and maintained daily, to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life. Petroleum from project-related activities shall be prevented from contaminating the soil and/or entering the vernal pool areas. Any of these materials placed within or where they may enter the wetland habitats shall be removed immediately. Regulating agencies shall be notified immediately if a spill occurs, and shall provide consultation regarding clean-up procedures. *[Mitigation Measure 3.4-3d]*
 - d. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project-related activities, shall be prevented from contaminating the soil and/or entering the wetlands and other waters of the U.S. Any of these materials placed within or where they may enter these areas shall be removed immediately. *[Mitigation Measure 3.4-3e]*
 - e. Adequate erosion control and water pollution control measures shall be adopted and maintained for the duration of the project in order to prevent deleterious materials from entering any waterways or other aquatic habitat. The siltation curtain shall be of effective design to limit and abate heavily silted material from impacting the creek. *[Mitigation Measure 3.4-3f]*
34. **Construction and Demolition:** All demolition and construction related activities shall implement best available control measures for the control of construction-related emissions, as recommended by the Monterey Bay Unified Air Pollution Control District at the time of development. *[Mitigation Measure 3.3-1]*
35. **Cultural:** The applicant shall meet the following conditions required as mitigation measures set forth in the Santana Ranch Specific Plan FEIR.
- a. If, during the course of project development, cultural resources (i.e., prehistoric sites, historic sites, and isolated artifacts) are discovered, work shall be halted immediately within 200 feet of the discovery and in any nearby area reasonably suspected to overlie adjacent remains. The area of discovery shall be completely staked by visible stakes no more than ten feet apart, forming a circle having a radius no less than 100 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 staking. Said staking shall not include flags or other devices which may attract vandals. The County Planning Department shall be notified, and a professional archaeologist who meets the Secretary of the Interior's Professional Qualifications standards in archaeology and/or history shall be retained to determine the significance of the discovery, and shall recommend feasible mitigation measures to reduce impacts to less than significant levels. Cessation of work and notification of the County is the responsibility of the developer. The County shall consider mitigation recommendations prepared by a professional archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards in archaeology and/or history for any unanticipated discoveries, who shall identify feasible and appropriate mitigation measures. Such measures may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code Section 21083.2. The project developer shall be required to implement the identified measures for the protection of cultural resources. *[Mitigation Measure 3.5-1a]*

- b. If, during the course of project development, human remains are discovered, all work shall be halted immediately within 50 feet of the discovery; the County Planning Department shall be notified, and the County Sheriff-Coroner shall be notified according to Section 5097.98 of the California Public Resources Code and Section 7050.5 of the California Health and Safety Code. Subject to the legal process, duly authorized representatives of the Coroner and Planning Department Director shall be permitted to enter onto the property and take all actions consistent with Chapter 19.05 of the San Benito County Code, Section 7050.5 of the Health and Safety Code and Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, and the procedures outlined in CEQA Guidelines Section 15064.5(d) and (e) shall be followed. *[Mitigation Measure 3.5.1b]*
- c. If, during the course of project development, paleontological resources (fossils and fossil formations) are discovered, work shall be halted immediately within 50 feet of discovery, and the County Planning Department shall be immediately notified. At that time, the County shall coordinate any necessary investigation of the discovery with a qualified paleontologist. The County shall consider the mitigation recommendations of the qualified paleontologist for any unanticipated discoveries of paleontological resources, and identify feasible and appropriate mitigation measures. Such measures may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code Section 21083.2. The project applicant shall be required to implement any identified mitigation necessary for the protection of paleontological resources. *[Mitigation Measure 3.5.2]*

36. Geology and Soils: The applicant shall meet the following conditions pertaining to geology and soils required as mitigation measures set forth in the Santana Ranch Specific Plan FEIR.

- a. All proposed improvements on the project site shall be designed and constructed according to recommendations by qualified design professionals and applicable building codes. Design plans shall be subject to review and approval by the appropriate design professional (i.e., geotechnical engineer, structural engineer) and the County as required. *[Mitigation Measure 3.6-1]*
- b. All erosion control policies included within Section 5.3 of the Specific Plan, Resource Management Policies, Soils and Grading Protection Policies, as well as measures required within Mitigation Measure #3.8-2 (condition #38(a)), shall be implemented during the construction and operational phases of the project. *[Mitigation Measure 3.6-2]*
- c. Geotechnical investigations shall be required in conjunction with the grading plans for each development phase of the project, in accordance with the timing for the Master Grading Plan. The geotechnical engineer shall evaluate the proposed grading and drainage improvements, and proposed building foundations. Recommendations shall include specifications for cut and fill slopes, and may include localized replacement of native soil with engineered fill, and specification of minimum setbacks from ravine areas. The developer shall implement all recommended mitigation measures, as required by County Public Works. *[Mitigation Measure 3.6-3]*
- d. Engineered fills for construction of the project shall be placed and compacted in accordance with the recommendations of the design-level geotechnical reports and as approved by County Public Works to reduce the potential for seismically-induced settlements. *[Mitigation Measure 3.6.5]*
- e. Prior to issuance of grading permits for each phase of the project and in accordance with the timing required under the Master Grading Plan, site-specific geologic and geotechnical analyses shall be conducted for the project site to determine if expansive soils are present. If required by the geologic and geotechnical analyses, expansive soils shall be removed and replaced with low-expansivity soils, or if removal is infeasible, foundations shall be designed to accommodate movements caused by expansive soil, or expansive soils shall be conditioned and treated to minimize expansivity. *[Mitigation Measure 3.6-6]*

37. Hazardous Materials: The applicant shall meet the following conditions pertaining to hazardous materials required as mitigation measures set forth in the Santana Ranch Specific Plan FEIR.

- a. Prior to issuance of the first grading permit for the project, the developer shall coordinate with PG&E representatives to ensure proper information is exchanged and protocols followed so that the existing pipeline is not disturbed. Digging and earthmoving activities in the immediate vicinity of the pipeline shall be monitored, and the pipeline right-of-way shall be accurately marked prior to construction. *[Mitigation Measure 3.7-2a]*
- b. The gas pipeline right-of-way and linear park shall be indicated on all site plans for project development in the immediate vicinity of the pipeline, consistent with the overall conceptual site plan for the project. *[Mitigation Measure 3.7-2b]*
- c. All project site plans for school facilities shall conform to Title 5 of the California Code of Regulations and California Education Code, and shall be consistent with the overall conceptual site plan for the project. *[Mitigation Measure 3.7-3a]*
- d. Prior to issuance of building and grading permits, the developer shall contract with a licensed professional to collect and properly dispose of all buckets, drums, and stained soils in the vicinity of 2201 Fairview Road, and stained soil within the vicinity of the trailer-mounted storage tank located at 2111 Fairview Road. If soil staining is present anywhere at depths greater than one foot, a licensed professional shall collect soil samples for laboratory testing. Appropriate mitigation, as determined by the licensed professional and the County, based on the results of the laboratory testing, shall be funded and implemented by the developer. *[Mitigation Measure 3.7-3b]*
- e. Prior to demolition, the developer shall contract with a licensed professional to properly remove any septic tanks or pits. If unusual odors or staining are present upon removal of the septic tanks or pits, the developer shall contract with a licensed professional to collect soil samples for laboratory testing from beneath the septic tanks and/or pits. Appropriate mitigation, as determined by the licensed professional and the County, based on the results of the laboratory testing, shall be funded and implemented by the developer. Prior to demolition of the existing on-site structures, the interiors shall be inspected for the presence of asbestos-containing materials, and the exterior paint shall be tested for possible lead content. If asbestos-containing materials or peeling lead-based paint are found, they shall be removed in accordance with the required protocols prior to general demolition. *[Mitigation Measure 3.7-5]*
- f. Prior to issuance of the first grading permit for the project, all existing on-site wells shall be capped and/or filled to the satisfaction of the San Benito County Health Department. *[Mitigation Measure 3.7-6]*

38. Stormwater: The applicant shall meet the following conditions pertaining to stormwater required as mitigation measures set forth in the Santana Ranch Specific Plan FEIR.

- a. In accordance with RWQCB regulations, the developer shall prepare a Stormwater Pollution Prevention Plan (SWPPP) addressing stormwater management during the construction phase(s) of the project. The SWPPP shall be consistent with RWQCB standards, and shall list Best Management Practices (BMPs), which specify how the discharger will protect water quality during the course of construction. Said BMPs shall include, but not be limited to, the following: (1) schedule earthwork to occur primarily during the dry season to prevent most runoff erosion; (2) protect drainages and storm drain inlets from sedimentation with berms or filtration barriers, such as filter fabric fences, hay bales, or straw wattles; (3) divert runoff from exposed slopes to on-site sediment basins before the runoff is released off-site; (4) install gravel construction entrances to reduce tracking of sediment onto adjoining streets; (5) sweep on-site paved surfaces and surrounding streets daily to collect sediment before it is washed into the storm drains or channels; (6) after construction is completed, clean all drainage culverts of accumulated sediment and debris; (7) stabilize stockpiles of topsoil and fill material by watering daily, or by the use of chemical agents; (8) store all construction equipment and material in designated areas away from waterways and storm drain inlets, and surround construction staging areas with earthen berms; (9) wash and maintain equipment and vehicles in a separate bermed area, with runoff directed to a lined retention

basin; (10) collect construction waste daily and deposit in covered dumpsters; (11) all policies in Section 5.3 of the Santana Ranch Specific Plan (Water Quality During Construction section) shall be implemented. All required water quality and soil erosion protection measures shall be implemented during the construction of the required stormwater drainage facilities for the project *[Mitigation Measures 3.8-2 and 3.14-3]*

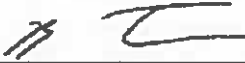
- b. The applicant shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for each phase of construction. The project's SWPPP(s) shall include specific and detailed Best Management Practices (BMPs) designed to mitigate construction-related pollutants. The best available technology in BMPs to reduce sedimentation, erosion, water pollution, and dust to the greatest extent practicable shall be employed on all work sites during construction. A Grading and Erosion Control Plan shall be prepared by the contractor and submitted to the Public Works and Planning Departments for approval prior to the start of project construction, including clearing and grubbing. In areas where wetlands are within 250 feet of the project footprint, erosion control measures and construction fencing shall be emplaced, monitored for effectiveness, and maintained throughout the construction operations around all wetlands. These controls shall include methods to minimize the contact of construction materials, equipment, and maintenance supplies with stormwater. BMPs intended to reduce erosion of exposed soil may include, but are not limited to, soil stabilization controls, watering for dust control, perimeter silt fences, placement of hay bales and sediment basins. If grading is to occur during the rainy season, the primary BMPs selected shall focus on erosion control. End-of-pipe sediment control measures (e.g., basins and traps) shall be used only as secondary measures. *[Mitigation Measure 3.4-3c]*
- c. The applicant shall incorporate erosion and sedimentation control measures to minimize potential soil erosion associated with the temporary overland stormwater flow from Phases I and II of the project, to the satisfaction of the San Benito County Public Works Department. Measures may include, but are not limited to, the following: (1) stabilization of the outfall area using rock channels or other energy-dissipating measures; (2) installation of check dams at appropriate intervals within the overland channel to reduce water velocity and allow sediment to settle prior to reaching the detention basin. All required water quality and soil erosion protection measures shall be implemented during the construction of the required stormwater drainage facilities for the project *[Mitigation Measures 3.8-3 and 3.14-3]*
- d. *All policies in Section 5.3 of the Santana Ranch Specific Plan (Water Quality Post Construction section) shall be implemented throughout the life of the project. [Mitigation Measure 3.8-4]*

39. Acoustical: The applicant shall meet the following conditions pertaining to noise required as mitigation measures set forth in the Santana Ranch Specific Plan FEIR.

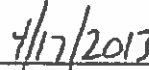
- a. During all phases of construction, the project developer shall adhere to the following requirements for construction activities with respect to hours of operation and idling and muffling of internal combustion engines: (1) Noise-generating construction activities shall be limited to the hours between 7 am and 7 pm, and shall be prohibited on Sundays and federally-recognized holidays; (2) Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation; (3) Construction vehicles and equipment shall not be left idling for longer than five minutes when not in use. *[Mitigation Measure 3.10-1]*
- b. In conjunction with the submittal of an application for further subdivision of the proposed commercial area or conditional use permits and associated plans pertaining to the development of proposed commercial land uses, the developer shall prepare and submit an acoustical study to the County Planning Department for review. For any potential noise impact, mitigation measures shall be identified and implemented by the developer to reduce operational noise levels, sufficient to achieve applicable county noise standards. Measures may include, but are not limited to, the use of sound barriers, setbacks, equipment enclosures, and incorporation of noise-reduction site/facility design features. The developer shall be responsible for implementing these measures during all phases of construction and operation of the project, as applicable. *[Mitigation Measure 3.10-2a]*

- c. Noise-generating landscape and facility maintenance activities shall be prohibited on the premises of the school/community park site between 7 pm and 7 am as an ongoing operational requirement within the project site. *[Mitigation Measure 3.10-2b]*
 - d. The recreational use of the Community Park shall be limited to between 7 am and 7 pm, and between 7 a.m. and 10 p.m. during the summer months: limiting noise-generating landscape and facility maintenance activities to between 7 a.m. and 7 p.m.; and prohibiting the use of amplified sound systems. *[Mitigation Measure 3.10-2c]*
 - e. Prior to issuance of final occupancy for any residences within the area bounded by Sunnyslope Road and Park Center Drive, the developer shall construct a six foot (6') tall sound barrier along the eastern and southern property lines of the Lessalt Treatment Plant site. The sound barrier shall adjoin and be of consistent construction (height, materials, etc.) as the sound barrier identified in Mitigation Measure 3.10-4 (condition #39(f) below). *[Mitigation Measure 3.10-2e]*
 - f. A sound wall shall be constructed adjacent to that phase along the western property line of the project site to shield proposed residential land uses from traffic noise on Fairview Road. The wall shall be of masonry construction, or material(s) of equivalent density, and constructed to a minimum height of six feet above the adjacent roadway grade. Sound barriers shall be of continuous construction with no visible gaps between construction materials or at the base of the barrier. In the event that openings along the barrier are required, such as for providing pedestrian or bicycle access, an acoustician shall be consulted to ensure that adequate noise shielding is maintained for proposed residential land uses. *[Mitigation Measure 3.10-4a]*
 - i. If multi-story residences are proposed adjacent to Fairview Road, the developer shall prepare an acoustical study to be reviewed and approved by the County, including mitigation measures to ensure that interior noise levels within upper floor areas of the dwelling units will maintain an acceptable noise level of 45dBA CNEL/Ldn or less. The study shall be submitted to the County Planning Department in conjunction with the first associated building permit application for the multi-story residence at issue. The developer shall implement all recommended mitigation measures in the study prior to issuance of any certificates of occupancy for the multi-story residences. *[Mitigation Measure 3.10-4b]*
- 40. Design Review: Conformity with the Specific Plan, Development Agreement, Master Plans, Infrastructure Plans and Phasing Exhibit:** Prior to recording each Final Map, the applicant shall demonstrate to the satisfaction of the Planning and Public Works Departments that said Final Map complies with all requirements of the Santana Ranch Specific Plan, Development Agreement, Master Plans, Infrastructure Plans, and Phasing Exhibit. Prior to the issuance of building permits, all proposals for residential and commercial development shall be submitted to the County Planning and Building Department for review, as set forth in Section 8.1.6 of the Specific Plan, for a determination of consistency with the Specific Plan Design Guidelines.
- 41. Model Homes:** Prior to issuance of a building permit for model homes, the applicant shall provide an exhibit depicting model home location, construction traffic routing, and general traffic circulation, for approval by the Planning and Public Works Departments.
- 42. Variation of Units:** Prior to the issuance of building permits for production homes, the applicant shall submit an exhibit to the Planning Department demonstrating compliance with the Santana Ranch Specific Plan residential guidelines. The exhibit shall show a visual variety of appearances of the units so that identical units are not placed next to each other. Some of the items that would assure visual variety would be differences in floor plans, elevation treatment, color, and building orientation.
- 43. Offer for Sale of Lots to Local, Small Builders:** The applicant shall offer for sale a total of ten percent (10%) of the Project's single-family lots to Local Builders for the purpose of promoting additional variety in housing types and benefiting the local economy, as specified in Section 2.8 of the Development Agreement.

44. Reservation of School Site: The applicant shall reserve an approximately 8- to 12-acre site for purposes of an elementary school designed to house approximately 700 students, as specified in Section 2.8 and Exhibit 5 of the Development Agreement.



Byron Turner, Interim Director
San Benito County
Planning & Building Inspection Services



Date



2011-0000142

Recorded	REC FEE	0.00
Official Records		
County of	CONFORMED C	0.00
San Benito		
JOE PAUL GONZALEZ		
Clerk-Auditor-Recorder		

11:41AM 05-Jan-2011	MR	Page 1 of 96
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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
San Benito County
Attn: San Benito County Clerk
440 Fifth St., Room 206
County Courthouse
Hollister, CA
95023

ORIGINAL

RECORDING FEE EXEMPT
PURSUANT TO GOVERNMENT CODE
SECTION 27383

(Space Above Line For Recorder's Use)

DEVELOPMENT AGREEMENT BY AND BETWEEN
THE COUNTY OF SAN BENITO AND
SANTANA RANCH LANDOWNERS

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**DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF SAN BENITO
AND NORTHEAST FAIRVIEW LANDOWNERS GROUP (SANTANA RANCH)**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into on November 2, 2010 by and between the County of San Benito, a political subdivision of the State of California ("**County**") and the Santana Ranch Landowners, which include Guerra Nut Shelling Company, a California corporation, Larry W. Anderson and Georgeann M. Anderson, Restated Larry W. Anderson and Georgeann M. Anderson Revocable Family Trust, and King & Domingues Properties, a California general partnership (collectively, "**Owner**"). County and Owner are sometimes herein referred to individually as a "**party**" and collectively as "**parties**."

RECITALS

This Agreement is predicated on the following facts, which are incorporated into and made a part of this Agreement.

A. Capitalized Terms.

This Agreement uses certain terms with initial capital letters that are defined in Section 1 below. County and Owner intend to refer to those definitions when the capitalized terms are used in this Agreement.

B. Nature and Purpose of Development Agreements.

The Legislature enacted Government Code section 65864 *et seq.* ("**Development Agreement Statute**") in response to the lack of certainty in the approval of development projects, which can result in a waste of resources, escalate the cost of housing, and discourage investment in and commitment to planning that would maximize the efficient utilization of resources. The Development Agreement Statute is designed to strengthen the public planning process, to encourage private participation in comprehensive, long-range planning, and to reduce the economic costs of development. It authorizes a county to enter into a binding agreement with any person having a legal or equitable interest in real property located in the county regarding the development of that property.

C. County's Development Agreement Procedures.

Pursuant to the Development Agreement Statute, County adopted San Benito County Code Chapter 19.11, which sets forth procedures and requirements for the consideration of development agreements ("**County Development Agreement Procedures**"). This chapter enables County and a developer seeking County approval of a project to enter into a development agreement that vests certain rights and that requires a developer to provide certain public benefits beyond those that could otherwise be imposed as conditions of development.

D. Owner's Interest in the Property.

The land governed by this Agreement consists of the following: (1) approximately two hundred and ninety two (292) acres in unincorporated San Benito County adjacent to

the City of Hollister, as more particularly described in attached Exhibit 1 and depicted on Exhibit 2 ("**Specific Plan Area**"); and (2) approximately twenty-six (26) acres located immediately adjacent to the Specific Plan Area, as more particularly described in attached Exhibit 3 and depicted on attached Exhibit 4 ("**Potential Wastewater Treatment Plant Site**"). Together, the Specific Plan Area and the Potential Wastewater Treatment Plant Site are collectively referred to herein as the "**Property**." Owner has a legal interest in the Property. The Property has been designated by the San Benito County Board of Supervisors ("**Board**") and in the County's General Plan as an "Area of Special Study," which is an area where significant growth is expected to occur upon completion and adoption of a comprehensive specific plan pursuant to Government Code Section 65450.

E. Development of the Property.

Owner has prepared the Santana Ranch Specific Plan ("**Specific Plan**"), which relates to the development of the Property as described more fully in the Specific Plan, including, without limitation, the development of a maximum of one thousand ninety-two (1,092) residential units (consisting of approximately 774 Santana Ranch single-family units [R1-SR] and approximately 318 Santana Ranch residential multiple units [SR-RM], with a variety of housing types); a maximum of one hundred six thousand (106,000) square feet of neighborhood commercial and mixed uses, including approximately sixty-five thousand (65,000) square feet of neighborhood commercial uses and forty-one thousand (41,000) square feet of potential mixed uses; reservation of a site, anticipated to consist of eight to twelve (8 to 12) acres, for purposes of an elementary school to serve approximately seven hundred (700) students; approximately eighteen (18) acres of Formal Parks (as the term is defined below in Section 2.3(a) below); and additional park and recreational facilities, including a pedestrian and bicycle network throughout the Property. Collectively, such development shall be known as the "**Project**."

F. Initial Project Approvals.

County has taken or intends to take various planning, land use entitlement and environmental review actions relating to the Project ("**Initial Approvals**") including, without limitation, the following:

1. Environmental Impact Report (Resolution No. 2010-114). On October 5, 2010, pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*), the CEQA Guidelines (14 Cal. Regs. § 15000 *et seq.*), and County's local Implementing Procedures for CEQA (collectively, "**CEQA**"), and in accordance with the recommendation of the San Benito County Planning Commission ("**Planning Commission**"), the Board took the following actions: (a) certified an Environmental Impact Report (State Clearinghouse No. 2008031019) for the Project ("**Project EIR**"); (b) adopted written findings relating to significant environmental impacts; (c) adopted a Statement of Overriding Considerations; and (d) adopted a mitigation monitoring and reporting plan ("**MMRP**").

2. General Plan Amendment (Resolution No. 2010-128). On October 26, 2010, following review and recommendation by the Planning Commission and after a duly noticed public hearing, the Board took the following actions: (a) approved General Plan Amendment No. 10-45 as an amendment to the County's General Plan ("**General Plan Amendment**") in

connection with the Project; and (b) made determinations regarding the Project's consistency with the County's General Plan (as amended) and the non-applicability of the County's Potential Residential Growth Increase (PRGI) Ordinance.

3. Specific Plan Adoption (Resolution No. 2010-129). On October 26, 2010, following review and recommendation by the Planning Commission and after a duly noticed public hearing, the Board adopted the Specific Plan, which governs development of the Project ("**Specific Plan Adoption**").

4. County Code, Zoning Text and Zoning Map Amendments (Ordinance No. 860). On October 26, 2010, following review and recommendation by the Planning Commission and after a duly noticed public hearing, the Board took the following actions: (a) amended the text in the County's Zoning Code to reflect the new zoning designation of "Santana Ranch-Specific Plan (SR-SP)" to be applied to the Property; (b) amended the County's Zoning Map to show the Property as rezoned to "Santana Ranch-Specific Plan (SR-SP);" and (c) made other conforming amendments to ensure consistency between the County Code and the Project (collectively, "**Code Amendments**").

5. Development Agreement (Ordinance No. 861). On November 2, 2010, following review and recommendation by the Planning Commission and after a duly noticed public hearing, the Board made the following findings with respect to the Agreement:

(a) It was processed in accordance with the Development Agreement Statute.

(b) It is consistent with the San Benito County General Plan (as amended), the Specific Plan, any area plans and other applicable Rules, Regulations and Official Policies.

(c) It is compatible with the uses authorized in, and the regulations prescribed for, the applicable zoning of the Property.

(d) It will not adversely affect the orderly development of the surrounding community.

(e) It is fair, just and reasonable.

(f) It is consistent with and best serves the public health, safety and general welfare of the County's citizens and good land use practice because, among other things, it provides for public benefits beyond those benefits that would be forthcoming through conditions of development project approvals as set forth herein.

(g) It should be encouraged in order to meet important economic, social, environmental and planning goals of the County.

(h) It is consistent with the County's Development Agreement Procedures reflected in the San Benito County Code, title 19, chapter 19.11, as amended.

(i) The Board has approved the underlying legislative entitlements at a meeting precedent to the hearing in which the Board seeks to approve the Development Agreement.

On this basis, the Board approved this Agreement. On November 2, 2010, the Board adopted Ordinance No. 861, enacting this Agreement. This Agreement will become effective on December 2, 2010 ("*Effective Date*").

H. Intent of Parties.

County and Owner have, in good faith, negotiated the terms and conditions of this Agreement, and have determined that use of a development agreement is appropriate for development of the Project in accordance with the Project Approvals. County desires to enter into this Agreement because it will eliminate uncertainty in planning and provide for the orderly development of the Property; it will ensure the maximum efficient utilization of resources within the County and the surrounding community; it will provide for public benefits beyond those that otherwise could be imposed as conditions of approval; and it will otherwise achieve the goals and purposes of the Development Agreement Statute and the County's Development Agreement Procedures. In exchange for these benefits to County, together with the other public benefits derived from development of the Project, Owner desires to enter into this Agreement to receive the assurance that it may proceed with development of the Project in accordance with the Project Approvals, as set forth more fully below.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants contained herein, Owner and County agree as follows:

AGREEMENT

Section 1 Definition of Terms.

The following defined terms are used in this Agreement:

- 1.1 "Additional Park and Recreational Space" has the meaning set forth in Section 2.4.
- 1.2 "Additional Outreach and Marketing Period" has the meaning set forth in Section 2.7(e).
- 1.3 "Affordable Housing Implementation Plan" has the meaning set forth in Section 2.7(f).
- 1.4 "Affordable Housing Procedures" has the meaning set forth in Sections 2.7(c) and 2.7(f).
- 1.5 "Affordability Term" has the meaning set forth in Section 2.7(c).
- 1.6 "Affordable Units" means any one or more of the Project's units reserved for occupancy by Low and Moderate Income Households.

- 1.7 **"Age-Restricted"** means those Moderate Income Units that are reserved for Moderate Income Households where all household members are fifty-five (55) years of age or older.
- 1.8 **"Agreement"** means this Development Agreement between County and Owner. This Agreement also is sometimes referred to herein as "DA."
- 1.9 **"Area Median Income" or "AMI" Median Income"** means the annual median income for San Benito County, adjusted for family size, as published from time to time by the California Department of Housing and Community Development (HCD) pursuant to Health & Safety Code Sections 50079.5 and 50105.
- 1.10 **"Basic Community Park Improvements"** has the meaning set forth in Section 2.3(c).
- 1.11 **"Board"** means the San Benito County Board of Supervisors.
- 1.12 **"Building Permit"** refers to a document authorizing the holder to construct a building, as provided for in the San Benito County Code.
- 1.13 **"CEQA"** has the meaning set forth in Recital F(1).
- 1.14 **"Certificate of Occupancy"** means a final certificate of occupancy issued by County's Building Official or, if County's Building Code does not provide for the issuance of a certificate of occupancy for a particular structure, the functional equivalent thereto.
- 1.15 **"Code Amendments"** has the meaning set forth in Recital F(4).
- 1.16 **"COG"** refers to the Council of San Benito County Governments.
- 1.17 **"Community Financing District" or "CFD"** shall mean a financing district formed under the Mello-Roos Community Facilities Act of 1982, pursuant to Government Code section 53311 *et seq.*
- 1.18 **"Community Park"** has the meaning set forth in Section 2.3(a).
- 1.19 **"County"** means the County of San Benito, a political subdivision of the State of California.
- 1.20 **"County Development Agreement Procedures"** has the meaning set forth in Recital C.
- 1.21 **"Days"** means calendar days. If the last day to perform an act under this Agreement is a Saturday, Sunday or legal holiday in the State of California, said act may be performed on the next succeeding calendar day that is not a Saturday, Sunday or legal holiday in the State of California and in which the County offices are open to the public for business.

- 1.22 "Defense Counsel" has the meaning set forth in Section 10.16.
- 1.23 "Development Agreement Statute" has the meaning set forth in Recital B.
- 1.24 "Development Impact Fee" means any requirement of County in connection with a Project Approval for the dedication of land, the construction of public improvements, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment; facilities, services and infrastructure; or other public interests.
- 1.25 "Dispute" has the meaning set forth in Section 8.1.
- 1.26 "Effective Date" has the meaning set forth in Recital F(5).
- 1.27 "Enforced Delay" has the meaning set forth in Section 6.2(d).
- 1.28 "Engineer's Report" has the meaning set forth in Section 4.3.
- 1.29 "Existing Rules" means the Rules, Regulations and Official Policies in effect on the Effective Date.
- 1.30 "Fairview Road Improvements" describes infrastructure improvements identified in attached Exhibit 7.
- 1.31 "First Phase of Affordable Units" has the meaning set forth in Section 2.7(d).
- 1.32 "Formal Parks" has the meaning set forth in Section 2.3(a).
- 1.33 "General Plan Amendment" has the meaning set forth in Recital F(2).
- 1.34 "Initial Approvals" has the meaning set forth in Recital F.
- 1.35 "Initial Outreach and Marketing Period" has the meaning set forth in Section 2.7(e).
- 1.36 "JAMS" has the meaning set forth in Section 8.1.
- 1.37 "Legal Challenge" has the meaning set forth in Section 10.16.
- 1.38 "Linear Park" has the meaning set forth in Section 2.3(a).
- 1.39 "Local Builder" means those homebuilders that have their primary place of business in San Benito County and that have constructed ten (10) or fewer residential units in any year within the previous three (3) years.
- 1.40 "Local Builder Lot" has the meaning set forth in Section 2.8.
- 1.41 "Low Income Household" means a household with an annual income not greater than (and including) eighty percent (80%) of the Median Income.

- 1.42 **"Low Income Unit"** means an Affordable Unit that shall be rented or sold to a Low Income Household at a monthly rent or at a sales price that equates to a monthly cost that is no greater than thirty percent (30%) of eighty percent (80%) of the monthly Median Income, less the Utility Allowance then in effect.
- 1.43 **"Milestones"** refers to a schedule for the construction of improvements, as described in attached Exhibit 8.
- 1.44 **"MMRP"** has the meaning set forth in Recital F(1).
- 1.45 **"Moderate Income Household"** means a household with an annual income not greater than (and including) one hundred and twenty percent (120%) of the Median Income.
- 1.46 **"Moderate Income Unit"** means an Affordable Unit that shall be rented or sold to a Moderate Income Household at a monthly rent or at a sales price that equates to a monthly cost that is no greater than thirty-five percent (35%) of one hundred and twenty percent (120%) of the monthly Median Income, with no deduction or offset for any Utility Allowance.
- 1.47 **"Mortgage"** means any mortgage, deed of trust, security agreement, assignment or other like security instrument encumbering all or any portion of the Property or Owner's rights under this Agreement.
- 1.48 **"Mortgagee"** means the holder of any Mortgage encumbering all or any portion of the Property or Owner's rights under this Agreement, and any successor, assignee or transferee of any such Mortgagee.
- 1.49 **"Neighborhood Parks"** has the meaning set forth in Section 2.3(a).
- 1.50 **"New Rules"** has the meaning set forth in Section 3.3.
- 1.51 **"Notice of Default"** has the meaning set forth in Section 6.2(a).
- 1.52 **"Notice of Intent to Terminate"** has the meaning set forth in Section 7.2.
- 1.53 **"Offsite Land"** means lands other than the Property that prove necessary to support Project infrastructure, as is further detailed in Section 3.9.
- 1.54 **"Owner"** means the Santana Ranch Landowners and all of their successors and assigns.
- 1.55 **"Periodic Review"** has the meaning set forth in Section 6.1.
- 1.56 **"Planning Commission"** means the San Benito County Planning Commission.
- 1.57 **"Planning Director"** means the head of the Planning and Building Departments and the Chief Planning Officer of San Benito County.

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- 1.58 **"Potential Wastewater Treatment Plant Site"** has the meaning set forth in Recital D.
- 1.59 **"Project"** has the meaning set forth in Recital E.
- 1.60 **"Project Approvals"** means the Initial Approvals and Subsequent Approvals, collectively.
- 1.61 **"Project EIR"** has the meaning set forth in Recital F(1).
- 1.62 **"Project Infrastructure"** has the meaning set forth in Section 2.2.
- 1.63 **"Project Land Use Plan"** denotes the location of Project components, as set forth in attached Exhibit 5.
- 1.64 **"Project Revenues"** mean any and all revenues generated in connection with the Project, whether by property taxes, sales taxes, special taxes, special assessments or otherwise.
- 1.65 **"Property"** has the meaning set forth in Recital D.
- 1.66 **"Recorder"** means the San Benito County Recorder, which is responsible, in part, for recording legal documents that determine ownership of real property and other agreements related to real property.
- 1.67 **"Regulatory Processing Fees"** means fees and charges adopted by County for the purpose of defraying County's actual costs incurred or to be incurred in the processing and administration of any form of regulatory permit, license, land use entitlement, financing district or mechanism, permit or approval, or imposed by County to defray the costs of periodically updating its plans, policies, and procedures, including, without limitation, the fees and charges referred to in Government Code section 66014.
- 1.68 **"Rules, Regulations and Official Policies"** means the County rules, regulations, ordinances, laws, general or specific plans, zoning and official policies governing development, including, without limitation, density and intensity of use; permitted uses; the maximum height and size of proposed buildings; the provisions for the reservation or dedication of land for public purposes or payment of fees in lieu thereof; the construction, installation and extension of public improvements; growth management; environmental review; and other criteria relating to development or use of real property and applicable to the Property.
- 1.69 **"School District"** means the Hollister School District.
- 1.70 **"School Site"** means the proposed elementary school site on the Property.
- 1.71 **"Second Phase of Affordable Units"** has the meaning set forth in Section 2.7(d).

- 1.72 **"Specific Plan"** means the Santana Ranch Specific Plan adopted by the Board on October 26, 2010 by Resolution No. 2010-129, as set forth in Recital E.
- 1.73 **"Specific Plan Adoption"** has the meaning set forth in Recital F(3).
- 1.74 **"Specific Plan Area"** has the meaning set forth in Recital D.
- 1.75 **"Subsequent Approvals"** means any and all land use, environmental, building and development approvals, entitlements and permits required subsequent to the Effective Date in connection with development of the Project on the Property, including, without limitation, tentative and final subdivision maps, parcel maps and lot line adjustments; conditional use permits; design review approvals; building permits; grading permits; certificates of occupancy; approvals of financing districts or other financing mechanisms; and any amendments thereto.
- 1.76 **"Subsequent Landowner"** is a party who has acquired all or a portion of the Property from Owner other than: (1) a Mortgagee; or (2) the ultimate user of any residential lot who has been released from liability under this Agreement pursuant to Sections 7.3 and 9.1 below.
- 1.77 **"Term"** has the meaning set forth in Section 5.1.
- 1.78 **"Traffic Impact Fee Program"** or **"TIF Program"** refer to the City of Hollister/San Benito County Regional Traffic Impact Fee Program.
- 1.79 **"Traffic Impact Fees"** refers to fees required under the City of Hollister/San Benito County Regional Traffic Impact Fee Program.
- 1.80 **"Utility Allowance"** means the allowance for tenant-purchased utilities adopted by the San Benito Housing Authority and approved by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 Existing Rent Subsidy/Section 8 Voucher Programs.

Section 2 Owner's Obligations.

2.1 Development of the Project.

Development of the Project shall be consistent with: (a) this Agreement; (b) the San Benito County General Plan as it existed on the Effective Date, as modified by the General Plan Amendment; (c) the San Benito County Code as it existed on the Effective Date, as modified by the Code Amendments; (d) the Initial Approvals, including, without limitation, the Specific Plan; (e) the Subsequent Approvals, as and when they are issued, approved, or adopted, including all conditions of approval; and (f) all other applicable Existing Rules. Notwithstanding the foregoing, in the event of a conflict between any provision of this Agreement and the Specific Plan, this Agreement shall control.

2.2 County's Reliance on Owner's Provision of, or Contribution Towards, Project Infrastructure.

The parties acknowledge and agree that County's approval of the Project is, in part, in reliance upon and in consideration of Owner's provision of, or pro rata fair share contribution towards, the infrastructure, facilities, improvements, services and amenities (including construction, operation (including personnel) and maintenance thereof) necessary to serve the Project, as described more fully in the Specific Plan and other Project Approvals (collectively, "**Project Infrastructure**") in accordance with Owner's obligations set forth herein.

2.3 Construction of Formal Parks and Related Improvements.

(a) Owner shall construct approximately eighteen (18) acres of parks and recreational space and related improvements, which shall consist of an approximate six (6) acre community park ("**Community Park**"), an approximate ten (10) acre linear park ("**Linear Park**"), and approximately two (2) acres of neighborhood parks ("**Neighborhood Parks**"), as described more fully in the Specific Plan and Subsequent Approvals (collectively, "**Formal Parks**"). The Formal Parks shall be located generally as designated on attached Exhibit 5 (Land Use Plan) or as otherwise determined appropriate by County and shall be constructed in accordance with the Specific Plan and Subsequent Approvals. Owner shall transfer the responsibility to operate and maintain the Formal Parks and all related improvements to the Santana Ranch Community Facilities District ("CFD") or similar financing district or mechanism, which such entity shall use Project Revenues to fund the operation and maintenance of the Formal Parks.

(b) County and Owner acknowledge and agree that the amount of required park acreage under this Section 2.3 exceeds current County standards by approximately ten percent (10%). Owner shall construct the amount of park acreage required under this Section 2.3 even if the maximum number of Project units (1,092) is not ultimately constructed. To ensure the Project continues to so exceed County park standards, in the event Owner subsequently seeks and obtains all necessary approvals to construct additional residential units in the Project in the amount of five percent (5%) or more beyond the maximum number currently permitted (1,092), Owner agrees to construct an additional amount of parks and related improvements such that the Project's total park acreage continues to exceed County standards as they exist on the Effective Date by at least ten percent (10%); provided, however, that if Owner seeks and obtains approval to construct additional residential units beyond the maximum number currently permitted (1,092) but less than five percent (5%), no such additional parcel acreage requirement shall apply. Notwithstanding the foregoing, Owner agrees that it shall not submit any application to County for approval to develop additional residential units on the Property, which would result in the Project's total unit count exceeding one thousand, two hundred, sixty-eight (1,268) units or would otherwise trigger the referendum procedure set forth in section 19.29.005 of the San Benito County Code.

(c) Owner shall improve the Community Park as required under the Specific Plan and Subsequent Approvals and in a manner generally consistent with the

Conceptual Plan shown on attached Exhibit 6 ("**Basic Community Park Improvements**"). In the event County ultimately determines to include the Community Park in its Master Parks Plan as a regional-serving facility, Owner shall receive a credit against its parklands fee (Ord. No. 542) otherwise due pursuant to Section 3.2 below as follows: said credit shall be equal to the amount of Owner's actual costs, as reasonably documented by Owner, to construct any additional improvements to the Community Park beyond the Basic Community Park Improvements, which are required for the Community Park to be covered as a regionally-serving facility under the County's Master Parks Plan; provided, however, any such credit shall not exceed the amount of the parklands fee otherwise due under Section 3.2 below.

(d) Owner acknowledges that Pacific Gas and Electric (PG&E) currently holds an easement on a portion of the Project Site, which is located in the general area where Owner proposes to construct the Linear Park. Owner shall provide PG&E with written notice of Owner's proposed development of the Linear Park, which such notice shall be provided at the time and in the manner as otherwise required in connection with the subdivision map process for that portion of the Project Site. In the unlikely event that Owner is prevented, due to applicable laws and regulations in connection with said PG&E easement, from developing the Linear Park as currently proposed, then Owner shall construct similar park facilities of substantially the same size and nature elsewhere in the Project Site in accordance with Section 2.3(a) above, subject to County's reasonable approval of said facilities and in accordance with the Specific Plan.

2.4 Additional Park and Recreational Space.

Along with the construction of the Formal Parks as required under Section 2.3 above, Owner shall provide additional park and recreational space and all related improvements, as described more fully in the Specific Plan and Subsequent Approvals, including, without limitation, a public trail system to provide pedestrian and bicycle access throughout the Project; landscaped parkways; naturally designed detention basins; and various "tot lots" throughout the Specific Plan Area (collectively, "**Additional Park and Recreational Space**"). The Additional Park and Recreational Space shall be constructed in the general location and manner described in the Specific Plan and Subsequent Approvals. Owner shall construct the Additional Park and Recreational Space to County's reasonable satisfaction at Owner's sole cost, and shall transfer the responsibility to operate and maintain the Additional Park and Recreational Space and all related improvements to the CFD or similar financing district or mechanism, which such entity shall use Project Revenues to the fund the operation and maintenance thereof.

2.5 Street Improvements and Other Project Infrastructure.

Owner shall provide, or contribute towards, all street improvements to be located within or around the Property, including those portions of Fairview, Sunnyslope and Hillcrest Roads and related improvements as set forth in Specific Plan and attached Exhibit 7 ("**Fairview Road Improvements**") as well as all other Project Infrastructure in accordance with its obligations under this Agreement and as required by the Project Approvals.

2.6 Design of Project Infrastructure.

Development of the Property, including, without limitation, the Project Infrastructure, shall be subject to final design review by County in accordance with the Specific Plan and the County Code, as applicable. The Project Approvals, and all required master infrastructure plans and improvement plans prepared in connection with the Project Approvals and in accordance with the Specific Plan, shall govern the design and scope of all Project Infrastructure to be constructed on or benefiting the Property.

2.7 Affordable Housing.

(a) Owner shall reserve ten percent (10%) of the Project's total residential units for Moderate Income Households and Low Income Households (collectively, "**Affordable Units**"), of which at least five percent (5%) shall be reserved for Low Income Units; provided however, that Owner could substitute all or a portion of the Moderate Income Units for Low Income Units, so long as the total percentage of Affordable Units remains ten percent (10%). The required number of Affordable Units under this Section 2.7 shall be calculated based on the total number of Project units (both single-family and multi-family) actually constructed; provided, however, that in the event and to the extent Local Builder Lots are sold to Local Builders (in accordance with Section 2.8 below), any such Lots shall be subtracted from the total Project unit count for purposes of calculating the required number of Affordable Units.

(b) If Owner builds a combination of Moderate-Income and Low Income Units, then at least five percent (5%) of the Affordable Units shall be reserved for Low Income Units, and the remaining Affordable Units may be reserved as Moderate Income Units; provided, however, that up to ten percent (10%) of any Moderate Income Units may also be Age-Restricted.

(c) The Affordable Units may be either for-sale or rental units, and shall be deed-restricted for a period of thirty (30) years or longer ("**Affordability Term**"), depending on any terms of financing, from the initial sale or rental of each such unit. For-sale Affordable Units may convert to market rate units prior to the Affordability Term, if the homebuyer enters into an equity and appreciation sharing program with the County, the basic terms of which shall be consistent with attached Exhibit 10 ("**Affordable Housing Procedures**"); provided, however, that if County adopts a new equity and appreciation sharing program in the future, Owner may sell Affordable Units under those terms instead. The Affordable Units shall contain complete, separate and distinct facilities for living, sleeping, eating, cooking, and sanitation for a single person or a family, including a sleeping area, bathing and

sanitation facilities, and cooking facilities equipped with a cooking range, refrigerator, and sink. The exterior of the Affordable Units shall be of similar quality and design to comparable market rate units within the Project, although interior finishes and amenities of the Affordable Units may be more modest than comparable market rate units.

(d) Owner shall complete construction of fifty percent (50%) of the Affordable Units prior to commencing construction of the Project's five hundredth (500th) unit ("**First Phase of Affordable Units**"), and shall complete construction of the remaining fifty percent (50%) of the Affordable Units prior to commencing construction of the Project's nine hundredth (900th) unit ("**Second Phase of Affordable Units**"); provided, however, that Owner may accelerate said Affordable Unit construction schedule so long as doing so is otherwise consistent with Owner's obligations under this Agreement and Subsequent Approvals.

(e) Owner shall conduct outreach, eligibility screening, and advertising and other marketing efforts for the purpose of renting or selling (as the case may be) the Affordable Units to eligible households ("**Initial Outreach and Marketing Period**") approximately one hundred eighty (180) days prior to the completion of construction for each Affordable Unit. With respect to Affordable Units offered for sale, in the event an Affordable Unit has not been sold during this 180-day period, then after the Certificate of Occupancy is issued for each said unit, Owner shall continue marketing the units for an additional 120 days ("**Additional Outreach and Marketing Period**") upon written notification to the County's Housing Department. During the Additional Outreach and Marketing Period, County may, but does not have the obligation to: (i) purchase said unit at a sale's price which equates to one hundred twenty percent (120%) of the area median income for San Benito County adjusted for bedroom size ("**AMI**") for a Moderate Income Unit, or 80% of AMI for a Low Income Unit, or (ii) assist with or undertake outreach, eligibility screening, and advertising and other marketing efforts for the purpose of renting or selling the Affordable Unit to an eligible household in accordance with Section 10.24 below. Owner shall use its best efforts to adequately market each Affordable Unit for the purpose of selling each unit to a qualified household, based on a comprehensive community wide outreach program, which could include, for example, brochures, flyers, media announcements and newspaper advertisements, as well as posting information at local public places such as libraries, community centers, post offices, schools, local businesses, churches, and offices of the County of San Benito and other public agencies within San Benito County.

(f) In the event an Affordable Unit(s) is not sold during either the Initial or Additional Outreach and Marketing Periods for said unit despite Owner's best marketing efforts as required in Section 2.7(e) above, then Owner shall be permitted to sell said Affordable Unit(s) at a price to be determined by Owner in its sole discretion upon notifying the County's Housing Department of its intent to do so; under such circumstances, said unit(s) shall no longer be subject to affordability restrictions, Owner shall be deemed to have complied with its affordable housing obligations for said unit(s), and Owner shall not be subject to any penalty under Section 2.7(i) below. Owner acknowledges that, as of the Effective Date, County does not have the financial resources or personnel available to manage the Project's

Affordable Units nor monitor and enforce the Project's obligations related thereto. Accordingly, to ensure the Affordable Units are made available to eligible households and remain affordable as required under this Section 2.7, Owner or a qualified third party experienced in providing such services (selected and paid for by Owner) shall manage the Affordable Units, as necessary, and shall monitor and enforce the Project's obligations related thereto until such time as County implements a Countywide program designed to accomplish these same objectives for other affordable units within the unincorporated County. Within six (6) months prior to the offering of the first (1st) Affordable Unit, Owner shall submit to County for its reasonable approval an implementation plan ("**Affordable Housing Implementation Plan**"), which shall contain, at minimum, the following information, an outline of which is set forth in the Affordable Housing Procedures.

(1) Name and contact information of the entity, whether Owner or a qualified third party, who will be responsible for implementation of the Project's Affordable Housing component as described in this Section 2.7, including managing the Affordable Units and monitoring and enforcing the Project's obligations related thereto.

(2) A description of the income eligibility determination process, including the method to be used to verify household income, the required documentation, and the manner in which complete and accurate books will be maintained.

(3) A description of the process by which the maximum allowable rent or sales price for an Affordable Unit (as the case may be) will be determined to ensure each unit's continued affordability for the required time period, both initially and for subsequent rental or sales, including the proposed standard form of lease or purchase and sales agreement and the proposed method(s) of deed restriction.

(4) For any Affordable Units that will be offered for sale, a description of any equity-sharing or other arrangements in connection with improvements made to the unit by the property owner.

(5) A description of the proposed marketing and outreach efforts, consistent with Owner's obligations in Section 2.7(e) above, to facilitate eligible households' access to the Affordable Units.

(g) Owner shall provide to County an annual status report as part of the Periodic Review (under Section 6 below) of its progress towards satisfying its affordable housing obligations under this Section 2.7. County shall have the right, but not the obligation, to review and/or audit books and records in connection with the Project's affordable housing obligations for purposes of monitoring overall compliance subject to Owner's management, monitoring and enforcement obligations under Section 2.7(e) and (f) above, and Owner (or the qualified third party) shall keep accurate and complete books and records, and shall make them reasonably available to County for this purpose. In addition to the annual status report referenced above, Owner shall provide an annual report to County's

Affordable Housing Committee on Owner's compliance regarding the affordable housing requirements set forth in this Agreement.

(h) At the time of resale of each for-sale Affordable Unit, the property owner shall pay County a five hundred dollar (\$500) administration fee along with County's share of equity and appreciation, if any, which shall be reinvested in the San Benito County Housing Trust Fund or other affordable housing programs in the County.

(i) In the event and to the extent Owner fails to satisfy its affordable housing obligations under this Section 2.7, County may withhold issuance of building permits for the Project until such time as Owner satisfies said obligations. In addition to withholding building permits, if Owner does not satisfy said obligations by the earlier of: full build-out of the Project or termination of this Agreement, then Owner shall pay to County the amount of Twenty-Five Thousand Dollars (\$25,000) for every Moderate Income Unit and Thirty-Five Thousand Dollars (\$35,000) for every Low Income Unit that was required but not constructed, which such funding County shall deposit in the San Benito County Housing Trust Fund for the purpose of facilitating affordable housing production elsewhere in the County.

2.8 Offer for Sale of Lots to Local, Small Builders.

Owner shall offer for sale a total of ten percent (10%) of the Project's single-family lots to Local Builders for the purpose of promoting additional variety in housing types and benefiting the local economy (collectively, "**Local Builder Lots**"). A total of sixteen (16) Local Builder Lots shall be offered for sale prior to commencement of construction of the Project's three hundredth (300th) single-family unit; a total of thirty two (32) Local Builder Lots shall be offered for sale prior to commencement of construction of the Project's four hundredth (400th) single-family unit; a total of forty eight (48) Local Builder Lots shall be offered for sale prior to commencement of construction of the Project's five hundredth (500th) single-family unit; a total of sixty four (64) Local Builder Lots shall be offered for sale prior to commencement of construction of the Project's six hundredth (600th) single family unit; and a total of seventy seven (77) (or the remaining balance due) Local Builder Lots shall be offered for sale prior to commencement of construction of the Project's seven hundredth (700th) single family unit. Owner shall advertise the sale of Local Builder Lots in a paper of local, general circulation and shall offer each Local Builder Lot for sale for a total of nine (9) months at the then-market rate based on comparable sales of similar lots; provided, however, if any such Local Builder Lot is ultimately not sold to a Local Builder during this required 9-month period, then Owner or another third party may construct a unit on said lot and all obligations within this Section 2.8 shall be deemed satisfied. Owner shall provide an annual status report of its progress in satisfying the Local Builder Lot obligations under this Section 2.8 as part of its Periodic Review (under Section 6 below).

2.9 Reservation of School Site.

Subject to the time limitations set forth below, Owner shall reserve a site for purposes of an elementary school designed to house approximately seven hundred (700) students, which is anticipated to be approximately eight to twelve (8 – 12) acres and located generally as designated on Exhibit 5, ("**Project Land Use Plan**") or as otherwise determined appropriate by County and the School District as set forth in Subsequent Approvals. In the

event Owner and the School District execute a written purchase and sale agreement with respect to the School Site, Owner shall offer any related road access improvements for dedication to County. In the event Owner and the School District do not execute a written purchase and sale agreement by December 31, 2020 or negotiations between Owner and the School District are otherwise sooner mutually terminated, Owner may develop the School Site as otherwise permitted under the Specific Plan and Subsequent Approvals. Notwithstanding the foregoing, Owner shall have no obligation under this Agreement to construct or fund the construction of any school on the School Site, except as it may relate to payment of the applicable school facilities fees pursuant to the Leroy F. Greene School Facilities Act of 1998. The obligation to reserve the School Site in accordance with this Section 2.9 shall survive termination of this Agreement.

2.10 Reimbursement; Credits.

Owner shall not be entitled to any reimbursement or fee credits in connection with any Project Infrastructure required under this Agreement or by any Project Approvals, except under the following limited circumstances:

(a) Owner shall be entitled to reimbursement from available TIF Program funds for its actual costs to install any intersection improvements identified in the Project EIR and installed by Owner beyond Owner's fair share so long as any such from said intersection(s) are expressly identified in the TIF Program.

(b) In the event and to the extent other private property owners outside of the Property directly benefit from Owner's construction of any Project Infrastructure on-site or off-site, Owner shall be entitled to reimbursement from any such other property owner(s) based on a pro rata, fair share apportionment of costs. To the extent Owner seeks reimbursement under this Section 2.10(b), County shall use its best efforts to form, consistent with all applicable federal, state, and local laws and regulations (including, without limitation, Proposition 218), a local benefit district or Area of Benefit for the purpose of facilitating the reimbursement of Owner for said improvements to the extent said improvements are not covered in the TIF Program; provided, however, Owner shall pay all of County's costs associated therewith and shall, as a condition of formation, indemnify and hold County harmless from and against all claims in connection therewith. Notwithstanding the foregoing, Owner agrees that County's obligations hereunder are limited to facilitating reimbursement from other private property owners as set forth above, and County shall have no obligation to reimburse Owner.

(c) The parties acknowledge and agree that County's current TIF Program and related nexus study assume the widening of Fairview Road for approximately 3.6 miles as a regional improvement, to be covered by Traffic Impact Fees collected under the County TIF program. Owner agrees to construct certain improvements at such time as described in attached Exhibit 8 ("*Milestones*") and consistent with attached Exhibit 7, (Fairview Road Improvements); provided, however, Owner shall be credited against Owner's TIF fees otherwise owed for its actual costs above its pro rata share, as described in Exhibit 7. Upon Owner's payment of the TIF fees owed in connection with the Project, County agrees to deposit said payment(s) into a segregated account such that those funds are available for purposes of reimbursing

Owner as contemplated under this Section 2.10; provided, however, that Owner agrees that County shall not be precluded from using funds other than those held in the above-referenced segregated account to reimburse Owner as provided herein.

(d) In the event the Community Park is ultimately included in the County's Master Parks Plan as covered improvement(s), then Owner shall receive a credit pursuant to Section 2.3 above.

2.11 Habitat Conservation.

Owner shall provide offsite mitigation for habitat conservation in the manner set forth in the Project EIR's Mitigation Measure 3.4-1c and 3.4-1g and as required by U.S. Fish and Wildlife Service and California Department of Fish and Game. County agrees that provision of such offsite mitigation satisfies the purpose of the County's Habitat Conservation Mitigation Fee (Ordinance No. 541; Chapter 19.19 of the San Benito County Code) and shall be in lieu of payment otherwise due by Owner under the County's Habitat Conservation Mitigation Fee.

Section 3 Owner's Vested Rights.

3.1 Vested Right to Develop the Project.

Owner shall have the right to develop the Property with the Project in accordance with this Agreement and other Project Approvals. The parties acknowledge and agree that Subsequent Approvals will be required to fully implement the Project. County shall process and consider any application for a Subsequent Approval in accordance with the Existing Rules. The permitted uses of the Property; the density and intensity of such uses; the maximum height and size of proposed buildings; the provisions for the reservation or dedication of land for public purposes or payment of fees in lieu thereof; the construction, installation and extension of public improvements; and the development standards and design guidelines shall be as set forth in the Project Approvals.

3.2 Development Impact Fees and Regulatory Processing Fees.

(a) Owner shall pay all Development Impact Fees, as identified in attached Exhibit 9 ("**Development Impact Fees**") and in the amount in effect on the Effective Date, and shall also pay any indexed increases of those identified fees; provided, however, that Owner shall not be required to pay any Development Impact Fees newly established after the Effective Date. Notwithstanding the foregoing, if and when County and Council of San Benito County Governments (COG) next complete a comprehensive update of the County's Traffic Impact Fee (TIF) and related nexus study, Owner shall vest into the amount as set forth in that updated TIF and nexus study.

(b) County agrees that Owner's payment of all Development Impact Fees due in accordance with this Section 3.2 shall be due and payable at issuance of the Certificates of Occupancy or final inspection, whichever comes first, consistent with Government Code section 66007, rather than at issuance of the Building Permit. The parties further agree that the amount of said fees owed shall be calculated as of

the date of issuance of each Certificate of Occupancy except for Traffic Impact Fees which shall be calculated as of the date of issuance of each Building Permit.

(c) Owner shall pay all Regulatory Processing Fees in accordance with Section 3.3 below.

3.3 Application of Subsequently Enacted Rules, Regulations and Official Policies.

County may adopt new or modified Rules, Regulations and Official Policies after the Effective Date ("**New Rules**"); provided, however, such New Rules shall be applicable to the Project or the Property only to the extent that such application will not modify, prevent or impede development of the Project on the Property or conflict with any of the vested rights granted to Owner under this Agreement. Any New Rules shall be deemed to conflict with Owner's vested rights if they seek to limit or reduce the density or intensity of development of the Project; or to limit the timing of the development of the Project, either with specific reference to the Property or as part of a general enactment that applies to the Property. Notwithstanding the foregoing, County shall not be precluded from applying any New Rules to the Project or Property under the following circumstances, where the New Rules are: (i) specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date as provided in Government Code section 65869.5; (ii) specifically mandated by a court of competent jurisdiction; (iii) changes to the Uniform Building Code or similar uniform construction codes, or to County's local construction standards for public improvements so long as such code or standard has been adopted by County and is in effect on a County-wide basis; (iv) required as a result of facts, events or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health or safety of the surrounding community; or (v) new or increased Regulatory Processing Fees so long as such fees are applied to all similar development projects on a County-wide basis.

3.4 Modification or Suspension by State or Federal Law.

In the event that state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provision(s) of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Notwithstanding the foregoing, the remainder of this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.5 CEQA.

Owner acknowledges that implementation of the Project will require County's consideration and approval of applications for Subsequent Approvals and that County will complete environmental review in connection with those Subsequent Approvals as required by CEQA and other applicable federal, state and local laws and regulations. County's environmental review of the Subsequent Approvals pursuant to CEQA shall utilize the Project EIR to the fullest extent permitted by law; provided, however, nothing in this Agreement shall be deemed to limit the legal authority of County to conduct any

environmental review required under CEQA or other applicable laws and regulations.

3.6 Exemption from Growth Management Ordinance.

County agrees the Project is exempt from the County's Growth Management Ordinance pursuant to San Benito County Section 21.07.004(K) because Owner and County have entered into this Agreement, and therefore no growth management allocations are or will be required to develop the Project.

3.7 Timing of Development.

The parties acknowledge that Owner cannot at this time predict when, or at what rate the Project will be developed. Such decisions depend upon numerous factors that may not be within Owner's control, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Owner and County agree that Owner shall have the right to develop the Project in such order, at such rate, and at such times as Owner deems appropriate within its exercise of subjective business judgment, subject only to any timing or phasing requirements set forth in the Specific Plan, this Agreement, and Subsequent Approvals.

3.8 Regulation by Other Public Agencies.

It is acknowledged by the parties that other public agencies not within County's control may possess authority to regulate aspects of the development of the Property, and this Agreement does not limit such authority of other public agencies.

3.9 Eminent Domain.

The parties acknowledge and agree that development of the Project Infrastructure is a critical component of the Project and also will result in key benefits to the community generally. The parties further acknowledge that fulfilling said obligations may require acquisition of additional land outside the Property. If such acquisition is necessary to develop any aspect of the Project Infrastructure, Owner shall use its best efforts to acquire any and all such land ("**Offsite Land**"), which shall include: a) paying for and obtaining an appraisal prepared by a qualified Member of the Appraisal Institute (MAI), in connection with the acquisition of the Offsite Land; and b) offering to acquire the Offsite Land based on such appraisal. In the event Owner is not successful in acquiring the Offsite Land, County and Owner shall meet and confer to determine: (a) whether the need for the Offsite Land is such that County should consider informally intervening to facilitate said acquisition; (b) whether there may be other feasible means of accomplishing the public objectives at issue such that acquisition of the Offsite Land is no longer needed; and (c) whether it would be appropriate for County to consider using its statutory powers of eminent domain to acquire the Offsite Land. In the event that County determines to use its statutory powers of eminent domain to pursue acquisition of the Offsite Land, Owner shall be responsible for all costs associated therewith. Notwithstanding the foregoing, neither this Section 3.9 nor any other provision of this Agreement is intended to abrogate County's responsibilities, in the exercise of eminent domain, to satisfy the substantive and procedural requirements of the Eminent Domain Law (California Code of Civil Procedure Part 3, Title 7, Sections 1230.010-1273.050), as amended from time to time. In the event the Offsite Land

is not ultimately acquired, either through private acquisition or eminent domain, or In the event that County determines not to pursue eminent domain of the Offsite Land, Owner's obligations in connection with that aspect of the Project Infrastructure that necessitated acquisition of the Offsite Land shall terminate and be of no further force or effect in accordance with Government Code section 66462.5 of the Subdivision Map Act.

Section 4 Cooperation.

4.1 Owner's Application for Subsequent Approvals.

Owner shall be obligated to obtain any and all required Subsequent Approvals to develop the Project. Owner shall apply for such approvals in a timely manner. Owner's obligations under this Section 4.1 apply to those approvals that are under County's jurisdiction and also to those approvals that may be required by other governmental or quasi-governmental agencies having jurisdiction over the implementation of any aspect of the Project (including, without limitation, the Department of Transportation; agencies having jurisdiction over boundary changes or district formation, flood control, sewer service, water service or fire protection; and agencies having jurisdiction over air quality, biological resources, solid wastes and hazardous wastes and materials).

4.2 County's Processing of Subsequent Approvals.

County shall cooperate and diligently work to promptly process and consider all applications for Subsequent Approvals, provided they are in a proper form and include payment of any applicable fees and provided that Owner is in compliance with this Agreement. In the event that County and Owner mutually determine that additional personnel or outside consultants need to be retained to assist County to expeditiously process any Subsequent Approval, the cost of any such personnel or consultants shall be paid by Owner but shall be under the direction of County. County shall retain its discretion in its consideration of any and all Subsequent Approvals but shall exercise that discretion in a manner consistent with the Specific Plan and this Agreement

4.3 Revenue Neutrality of Project; Cooperation in Forming Financing Districts.

The parties acknowledge and agree that County is approving the Project, in part, based on Owner's obligation to ensure that the Project is revenue neutral such that Project Revenues fully cover the costs of the Project Infrastructure over the life of the Project ("**Revenue Neutrality**"). The parties further acknowledge and agree the Project is being approved during challenging and uncertain economic times, and therefore the parties desire to provide additional assurances, to the extent feasible, that the Project will achieve and maintain said revenue neutrality. Accordingly, the parties shall cooperate and diligently work to form a CFD or some other mutually acceptable financing district or mechanism, to the extent permitted under applicable law; provided, however, that nothing contained in this Agreement shall be construed as requiring County to form such a district or mechanism or to issue or sell bonds therefor. In preparing the analysis required under the law to form the CFD ("**Engineer's Report**"), the Engineer's Report shall use assumptions consistent with those set forth in attached Exhibit 11 (Fiscal Impact Analysis); provided, however, that the Engineer's Report shall determine the sales price based on industry standard methodology

and assumptions mutually agreed upon by County and Owner as part of the CFD formation process. As a condition of approval to the Project's first small-lot tentative subdivision map, Owner shall be required to cooperate and diligently work with County to form the CFD as required herein and shall cover any and all actual County costs associated with said formation proceedings. Owner's obligation to ensure Revenue Neutrality as set forth in this Section 4.3 shall survive the termination of this Agreement.

4.4 Comprehensive Update to the County's Traffic Impact Fee Program and Related Nexus Study.

At such time as County and COG next prepare a comprehensive update to the County's TIF Program and related nexus study (as opposed to interim, non-comprehensive and temporary revisions to the TIF Program in anticipation of a later comprehensive update), County shall endeavor, consistent with applicable law, to have all traffic intersections intended to be covered under the updated TIF Program to be expressly described and delineated as such in the nexus study, and also shall endeavor to have the Project traffic intersections identified in the Project EIR included and/or continue to be included in the updated TIF Program and related nexus study as covered intersections.

Section 5 Term of This Agreement.

5.1 Duration of Agreement.

The term of this Agreement shall commence on the Effective Date and shall continue for a period of fifteen (15) years unless extended or sooner terminated as provided herein ("**Term**") and in accordance with County's Development Agreement Procedures. Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except for Owner's indemnification obligations described in Sections 10.13 and 10.16 below, and its affordable housing obligations under Section 2.7 above, and its obligation to reserve the School Site under Section 2.9 above, which shall survive termination. Termination shall not affect any right or obligation arising from the Project Approvals.

5.2 Extension by Agreement.

The Term may be extended at any time before its termination date by the mutual agreement of the parties in writing and in accordance with County's Development Agreement Procedures.

Section 6 Periodic Compliance Review; Default.

6.1 Periodic Compliance Review.

County shall review Owner's good faith compliance with the terms of this Agreement on an annual basis. This periodic compliance review shall be conducted in accordance with the Development Agreement Statute and the County's Development Agreement Procedures, and shall address all items set forth therein as well as specifically demonstrate Owner's compliance, among other things, with its affordable housing obligations under Section 2.7 above, its Local Builder Lot obligations under Section 2.8

above, and its Development Impact Fee payment obligations under Section 3.2 above ("*Periodic Review*"). Owner shall reimburse County for the actual costs of preparing for and conducting the Periodic Review within thirty (30) days of written demand from County.

In the event County elects to terminate this Agreement pursuant to the provisions of Section 6.2(b) below, Owner, in accordance with Section 8 below, may challenge such termination by instituting arbitration proceedings in which event the arbitrator shall exercise its review, based on substantial evidence, as to the existence of cause for termination.

6.2 Default.

(a) **Notice of Default.** Failure or unreasonable delay by County or Owner to perform any material provision herein shall constitute a default under this Agreement. In the event of a default, the party alleging such default shall give the defaulting party not less than thirty (30) days' written notice of default ("**Notice of Default**"), unless the parties extend such time by mutual written consent or except in cases where Owner's default presents a threat of imminent harm to the public; provided, however, failure or delay in giving a Notice of Default shall not waive a party's right to give future notice of the same or any other default. The Notice of Default shall specify the nature of the alleged default, the manner and period of time in which said default may be satisfactorily cured, and shall otherwise adhere to the noticing requirements set forth in the County's Development Agreement Procedures. The time of the Notice of Default shall be measured from the date actually delivered in accordance with Section 10.12 below.

(b) **Cure Period; Right to Terminate or Initiate Arbitration Proceedings.** The defaulting party shall provide evidence establishing it was never, in fact, in default or shall cure the default within thirty (30) days; provided, however, that if the nature of the alleged default is such that it cannot be reasonably cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any period of curing, the party charged shall not be considered in default for purposes of terminating this Agreement or instituting arbitration proceedings. If the default is cured, then no default shall exist or be deemed to have existed and the noticing party shall take no further action. After proper notice and the expiration of such 30-day cure period without cure and subject to the Dispute Resolution process set forth in Section 8.1 below, the noticing party, at its option, may terminate this Agreement without legal action or may institute arbitration proceedings as provided herein and in the County's Development Agreement Procedures. Further, pursuant to County Code section 19.11.011(B)(2)(c), Owner shall not initiate any arbitration proceedings until Owner applies to the Planning Commission for a determination of County's default and shall have the burden of proving County's default at the public hearing before the Planning Commission.

(c) **Remedies Generally.** The parties agree that remedies to enforce the terms of this Agreement shall be limited to actions for mandamus, specific performance, injunctive relief or other equitable relief, and that neither party shall be liable for monetary damages. Notwithstanding the foregoing, County reserves the

right to seek payment from Owner through arbitration proceedings for any fees, charges, costs or other monies owed under this Agreement, and to obtain recovery thereof.

(d) **Enforced Delay; Extension of Time of Performance.** No party shall be deemed in default of its obligations under this Agreement where a delay or default is due to an act of God, natural disaster, accident, breakage or failure of equipment, enactment of conflicting federal or state laws or regulations, third-party litigation, strikes, lockouts or other labor disturbances or disputes of any character, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, civil disturbance, riot, or by any other severe and unforeseeable occurrence that is beyond the control of that party (collectively, "**Enforced Delay**"); provided, however, the parties agree a delay that results solely from unforeseen economic circumstances shall not constitute an Enforced Delay for purposes of this Section 6.2(d). Performance by a party of its obligations under this Section 6.2(d) shall be excused during, and extended for a period of time equal to, the period (on a day-for-day basis) for which the cause of such Enforced Delay is in effect.

Section 7 Termination.

7.1 Termination Upon Completion of Project or Expiration of Term.

This Agreement shall terminate upon the expiration of the Term (plus any extensions mutually agreed upon in accordance with Section 5.2 above) or when the Project has been fully developed and all of Owner's obligations in connection therewith and with this Agreement have been satisfied as reasonably determined by County. Upon termination of this Agreement, the County Recorder may cause a notice of such termination in a form satisfactory to County Counsel to be duly recorded in the official records of San Benito County.

7.2 Termination Due to Default.

After notice and expiration of the thirty-(30)-day cure period as specified in Section 6.2 above and completion of the Dispute Resolution process set forth in Section 8.1 below, if the default has not been cured or it is not being diligently cured in the manner set forth above, the noticing party may, at its option, give notice of its intent to terminate this Agreement pursuant to the Development Agreement Statute and the County Development Agreement Procedures ("**Notice of Intent to Terminate**"). Within thirty (30) days of receipt of a Notice of Intent to Terminate, the matter shall be scheduled for consideration and review in the manner set forth in the Development Agreement Statute and the County Development Agreement Procedures. Following consideration of the evidence presented in said review, either party alleging the default may give written notice of termination of this Agreement. If a party elects to terminate as provided herein, upon sixty (60) days' written notice of termination, this Agreement shall thereby be terminated. Notwithstanding the foregoing, a written notice of termination given under this Section 7.2 is effective to terminate the obligations of the noticing party only if a default has occurred and such default, as a matter of law, authorizes the noticing party to terminate its obligations under

this Agreement. In the event the noticing party is not so authorized to terminate, the non-noticing party shall have all rights and remedies provided herein or under applicable law, including, without limitation, the right to specific performance of this Agreement. Once a party alleging default has given a written notice of termination, arbitration proceedings may be instituted to obtain a declaratory judgment determining the respective termination rights and obligations under this Agreement.

7.3 Termination of Agreement with Respect to Individual Units Upon Sale to Ultimate User and Completion of Construction.

The assignment provisions of Sections 9.1 and 9.2 below shall not apply, and the obligations hereunder shall terminate with respect to any unit and the owner of such unit shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot upon which the unit is located has been finally subdivided and individually (i.e., not in "bulk") sold to a member of the public or other ultimate user; and

(b) A Certificate of Occupancy has been issued for a residential building on said lot.

7.4 Termination by Mutual Consent.

This Agreement may be terminated by mutual consent of the parties in the manner provided in the Development Agreement Statute and the County Development Agreement Procedures.

Section 8 Dispute Resolutions.

8.1 Informal Resolution of Disputes; Mediation.

If a dispute arises related to the interpretation or enforcement of, or compliance with, the provisions of this Agreement ("**Dispute**"), County and Owner shall first attempt to resolve it through informal discussions. In the event a Dispute cannot be resolved in this manner within twenty one (21) days, County and Owner shall endeavor to settle the Dispute by mediation. The Dispute shall be submitted to the San Jose, California office of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final binding arbitration pursuant to Section 8.2 below. Either County or Owner may commence mediation by providing to JAMS and the other party a written request for mediation setting forth the subject of the Dispute and the relief requested. County and Owner shall cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals and in scheduling the mediation proceedings. If the parties cannot agree on the appointment of the mediator or the date of the mediation within thirty (30) days after the written request for mediation has been received, then JAMS shall appoint the mediator at its discretion and/or set a mediation date. County and Owner agree to participate in any such mediation in good faith, and shall share equally in its costs. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by either of the parties, their

agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process.

8.2 Arbitration.

(a) Either County or Owner may initiate arbitration with respect to a Dispute by filing a written demand for arbitration at any time following completion of the informal dispute resolution and mediation processes described above; provided however, that mediation may continue after the commencement of arbitration, if County and Owner so desire. Unless otherwise agreed to by County and Owner, the mediator shall be disqualified from serving as the arbitrator in the case. The provisions of this Section 8.2 may be enforced by any court of competent jurisdiction, and the prevailing party shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the non-prevailing party. Any Dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, not resolved by the mediation process set forth above, shall be determined by arbitration to be held in San Benito County before one arbitrator. Neither party may request an arbitration hearing in conformity with this Section 8.2 until after the completion of informal dispute resolution and mediation processes under Section 8.1 are complete; provided, however, that mediation may continue after the commencement of arbitration if County and Owner so mutually desire. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, which rules shall govern the commencement of arbitration and the selection of the arbitrator among other things. Judgment on the arbitration award may be entered in the San Benito County Superior Court or any court having jurisdiction. This Section 8.2 shall not preclude County or Owner from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The costs and fees of arbitration (including those fees and expenses set forth in JAMS' fee schedule in effect at the time of commencement of the arbitration) shall be borne equally by County and Owner, and each side shall be responsible for its own attorney(s) and expert(s) witness fees.

(b) The dispute resolution process described under Sections 8.1 and 8.2(a) above shall be undertaken in good faith. A mediator or arbitrator other than JAMS may be mutually agreed upon by County and Owner in writing. By agreeing to this dispute resolution process, neither County nor Owner hereby loses or waives its right to assert the operation of any applicable statute of limitations as an affirmative defense. Any arbitration award shall be final and binding upon County and Owner and each shall accept such decision and award as binding and conclusive and shall abide thereby and neither party may commence civil litigation as a means of resolving a Dispute except for an action to obtain equitable relief.

8.3 Attorneys' Fees and Dispute Resolution Costs.

Subject to Sections 8.1 and 8.2 above, in any action or proceeding brought by any party to enforce or interpret a provision of this Agreement, or to seek injunctive relief or declaratory relief against any other party to this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and any other costs incurred in the action or proceeding in addition to any other relief to which it is entitled.

Section 9 Assignment and Assumption; Rights and Duties of Mortgagees.

9.1 Assignment of Rights, Interests and Obligations.

Subject to compliance with Section 9.2 below, Owner may sell, assign or transfer in whole or in part the Property to any Subsequent Landowner at any time during the Term of this Agreement. Owner shall seek County's prior written consent to any sale, assignment, or transfer, which consent shall not be unreasonably withheld or delayed; provided, however, that such consent shall not be required if the proposed sale, assignment or transfer would involve an entity directly related to any of the entities that make up Owner such that it holds a majority interest (fifty-one percent (51%) or more) therein.

Failure by County to respond within forty-five (45) days to any request made by Owner for the required consent shall be deemed to be County's approval of the sale, assignment or transfer in question. County may refuse to give its consent only if, in light of the proposed Subsequent Landowner's reputation and financial resources, such assignee would not in County's reasonable opinion be able to perform the obligations proposed to be assumed by such assignee. Such determination shall be made by the Planning Director, and is appealable by Owner to the Board. Notwithstanding the foregoing and in accordance with Section 7.3 above, this Section 9.1 shall not apply to the owner of any residential unit located on a lot that has been finally subdivided and individually sold to the ultimate user and a Certificate of Occupancy has been issued for a residential building on the lot.

9.2 Assumption of Rights, Interests and Obligations.

Express written assumption by a Subsequent Landowner of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred, shall relieve Owner of such obligations so expressly assumed. Any such assumption agreement shall be in a recordable form and shall be approved as to form by County Counsel. Said agreement shall provide for the Subsequent Landowner to contractually assume and be bound by all of Owner's obligations under this Agreement with respect to the Property, or portions thereof, which are sold, assigned or transferred to the Subsequent Landowner. The County Recorder shall duly record any such assumption agreement in the official records of San Benito County within ten (10) days of receipt. Subject to County's consent of such assignment pursuant to Section 9.1 above, upon recordation of said assumption agreement, Owner shall automatically be released from those obligations assumed by the assignee.

9.3 Rights and Duties of Mortgagee in Possession of Property.

(a) **Mortgagee Protection.** This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the Effective Date, including, without limitation, the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair any Mortgage made in good faith and for value; provided, however, this Agreement shall be binding upon and effective against all persons and entities, including all Mortgagees who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

(b) **Mortgagee Obligations.** County, upon receipt of a written request from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Owner under this Agreement, provided that the Mortgagee cures, as soon as reasonably practicable, any defaults by Owner hereunder that are reasonably susceptible of being cured. The foreclosing Mortgagee shall comply with this Agreement, including, without limitation, complying with the assumption requirements set forth in Section 9.2 above. The County Recorder shall cause any assumption agreement to be duly recorded in the official records of San Benito County within ten (10) days of receipt.

(c) **Notice of Default to Mortgagee; Right of Mortgagee to Cure.** If County receives notice from a Mortgagee requesting a copy of any Notice of Default given Owner hereunder, then County shall deliver said notice to such Mortgagee, concurrently with service thereof to Owner. Each Mortgagee shall have the right (but not the obligation) for a period of thirty (30) days after receipt of such notice to cure the alleged default set forth in said notice in accordance with Section 6.2(b) above.

Section 10 General Provisions.

10.1 Independent Contractors.

Each party is an independent contractor and shall be solely responsible for the employment, acts, omissions, control and directing of its employees. All persons employed or utilized by Owner in connection with this Agreement and the Project shall not be considered employees of County in any respect. Except as expressly set forth herein, nothing contained in this Agreement shall authorize or empower any party to assume or create any obligation whatsoever, express or implied, on behalf of any other party or to bind any other party or to make any representation, warranty or commitment on behalf of any other party.

10.2 Invalidity of Agreement and Severability of Provisions.

If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment, including any appeals. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, the remaining provisions shall continue in full force and effect.

10.3 Third Party Beneficiary.

County and Owner agree that the School District is a third party beneficiary of this Agreement with respect to this Section 10.3 and those portions of Section 2.3 above in which Owner agrees to set aside certain land and construct certain improvements.

10.4 Further Documents.

Each party shall execute and deliver to the other party all other instruments and documents as may be reasonably necessary to carry out the purpose of this Agreement in order to provide or secure to the other party the rights and privileges granted by this Agreement.

10.5 Time of Essence.

Time is of the essence in the performance of each and every covenant and obligation to be performed by the parties hereunder.

10.6 Modifications.

This Agreement may be modified from time to time by mutual consent of the parties, in accordance with the Development Agreement Statute and the County Development Procedures. In the event the parties modify this Agreement, the County Recorder shall cause notice of such action to be duly recorded in the official records of San Benito County within ten (10) days of such action.

10.7 Subsequent Approvals Do Not Require Amendment.

County's approval of any Subsequent Approval shall not require an amendment to this Agreement except in the event and to the extent Owner expressly seeks and County approves such amendment in connection with Subsequent Approval(s). Upon County's approval of any Subsequent Approval, it shall become part of the Project Approvals governing development of the Project covered by this Agreement.

10.8 Project Is a Private Undertaking.

The parties agree that: (a) any development by Owner of the Property shall be a private development; (b) County has no interest in or responsibilities for or duty to third parties concerning any improvements constructed in connection with the Property until such time that County accepts the same pursuant to the provisions of this Agreement or in connection with any subdivision map approvals; (c) the contractual relationship between County and Owner is such that Owner is an independent contractor and not an agent of County; and (d) nothing in this Agreement is intended or shall be construed to create or reflect any form of partnership or joint venture between the parties.

10.9 No Discrimination Permitted.

Owner shall not discriminate in any way against any person on the basis of race, color, national origin, sex, marital status, sexual orientation, age, creed, religion, or condition of physical disability in connection with or related to the performance of this

Agreement.

10.10 Covenants Running with the Land.

Subject to Section 7.3 above, all of the provisions contained in this Agreement are binding upon and benefit the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or any portion of the Property, whether by operation of law or in any manner whatsoever, during their ownership of the Property, or any portion thereof. All of the provisions of this Agreement constitute covenants running with land pursuant to California law, including, without limitation, Civil Code section 1468.

10.11 Recordation of Agreement.

Within ten (10) days of the Effective Date, the County Recorder shall cause this Agreement to be duly recorded in the official records of San Benito County.

10.12 Notices.

Any notice required under this Agreement shall be in writing and personally delivered, or sent by certified mail (return receipt requested and postage prepaid), overnight delivery, or facsimile to the following:

County: San Benito County Planning and Building Department
Attn: Planning Director
3224 Southside Road
Hollister, CA 95023
Telephone: (831) 637-5313
Fax: (831) 637-5334

Copy to: County Counsel's Office
Attn: County Counsel
481 4th Street, 2nd Floor
Hollister, CA 95023
Telephone: (831) 636-4040
Fax: (831) 636-4044

Copy to: Miller Starr Regalia
Attn: Nadia Costa, Esq.
1331 N. California Blvd., Fifth Floor
Walnut Creek, CA 94596
Telephone: (925) 935-9400
Fax: (925) 933-4126

Owner: Santana Ranch Landowners

Stonecreek Properties
Attn: Brian Curtis
1851 Airway Drive, Suite E
Hollister, CA 95023
Telephone: (831) 901-6304
Fax: (831) 630-9246

Guerra Nut Shelling
Attn: Frank Guerra
P.O. Box 1117
Hollister, CA 95024-4944
Telephone: (831) 637-4471
Fax: (831) 637-1358

Copy to: Law Offices of Tom Terpstra
Attn: Thomas H. Terpstra, Esq.
578 N. Wilma Avenue, Suite A
Ripon, CA 95366
Telephone: (209) 599-5003
Fax: (209) 559-5008

Notices to Mortgagees by County shall be given as provided above using the address provided by such Mortgagee. Notices to Subsequent Landowners shall be given by County as required above only for those Subsequent Landowners who have given County written notice of their addresses for the purpose of receiving such notices. Any party may change its mailing address/facsimile at any time by giving written notice of such change to the other party in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

10.13 Prevailing Wage.

Owner shall be solely responsible for determining whether construction of any or all of the improvements required in connection with the Project trigger the obligation to pay prevailing wages under California or federal law. In the event and to the extent that payment of prevailing wages is required, Owner shall comply with those requirements. Owner shall defend, indemnify and hold harmless County, its agents, employees, officers and officials from any claims, injury, liability, loss, costs or damages sought by a third party for a failure to pay prevailing wages in connection with the Project. The indemnification obligation set forth in this Section 10.13 shall survive the termination of this Agreement.

10.14 Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

10.15 Venue.

Any action brought relating to this Agreement shall be held exclusively in a state court in the County of San Benito.

10.16 Cooperation in the Event of Legal Challenge; Indemnification.

In the event of any legal action or proceeding brought by a third party challenging the validity of this Agreement or any provision hereof or any Project Approval ("**Legal Challenge**"), the parties shall cooperate in defending said action or proceeding. It being understood that the Project is a private undertaking, it shall be Owner's primary responsibility to defend any Legal Challenge, as defined herein. Owner shall engage the services of competent counsel ("**Defense Counsel**"), subject to County's reasonable approval at Owner's expense, to defend the interests of County and Owner in any Legal Challenge challenging any aspect of the Project Approval(s); provided, however, that nothing in this Section 10.16 shall preclude County Counsel's involvement in the Legal Challenge to defend County's interest therein. Furthermore, in accordance with the Reimbursement Agreement between County and Owner (executed on April 8, 2008), in the event that County determines, in its reasonable discretion, that separate counsel is necessary to serve the interests of the County and the public welfare, County may retain special counsel, for which Owner shall pay all actual legal fees and costs related thereto. If County retains special counsel in accordance with this Section 10.16, County shall direct special counsel to cooperate with Defense Counsel to the extent feasible and to use diligent and good faith efforts to avoid duplication with the efforts of Defense Counsel; such efforts may include, for example, the filing of joint briefs and other papers. Defense Counsel, County Counsel, and County's special counsel, if any, shall consult with each other and act in good faith in considering any settlement or compromise of any Legal Challenge.

Owner further agrees to and shall defend and hold harmless County, its agents, employees, officers, and officials from any claims, injury, liability, loss, costs or damages sought by a third party, relating to personal injury, death or property damage, arising from Owner's operations or those of its employees, officers, agents, contractors or subcontractors, which relate to the Project. It is understood that Owner's duty to indemnify and hold harmless includes the duty to defend as set forth in California Civil Code Section 2778; the parties further agree that County shall have the option to choose its own legal representation for which Owner shall pay all actual legal fees and costs related thereto. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Owner from liability hereunder. The provisions of this Section 10.16 shall survive the termination of this Agreement.

10.17 No Waiver.

No waiver by any party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any right or remedy provided in this Agreement or provided by law shall not prevent the exercise by that party of any other remedy provided in this Agreement or under the law.

10.18 Construction.

This Agreement has been reviewed and revised by legal counsel for both County and Owner, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The provisions of this Agreement and the attached exhibits shall be construed as a whole according to their common meaning and not strictly for or against any party, and in a manner that shall achieve the purposes of this Agreement. Wherever required by the context, the masculine gender shall include the feminine or neuter genders, or vice versa.

10.19 Entire Agreement.

This Agreement and all exhibits hereto constitute the entire agreement between the parties and supersede all prior discussions, negotiations, and agreements whether oral or written. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by both parties.

10.20 Estoppel Certificate.

Any party from time to time may deliver written notice to the other party requesting written confirmation that, to the knowledge of the certifying party: (a) this Agreement is in full force and effect and constitutes a binding obligation of the parties; (b) this Agreement has not been amended either orally or in writing, or if it has been amended, specifying the nature of the amendment(s); and (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature of the default. A party receiving a request shall execute and return the certificate within thirty (30) days after receipt thereof. The Planning Director shall have the right to execute any certificate requested by Owner. At the request of Owner, the certificate provided by County establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form and Owner shall have the right to record the certificate for the affected portion of the Property at its cost.

10.21 Counterparts.

This Agreement and any and all amendments thereto may be executed in counterparts, and all counterparts together shall be construed as one document.

10.22 Authority to Execute.

Each party hereto expressly warrants and represents that it has the authority to execute this Agreement on behalf of its entity and warrants and represents that it has the authority to bind its entity to the performance of its obligations hereunder.

10.23 Captions.

The caption headings provided herein are for convenience only and shall not affect the construction of this Agreement.

10.24 Compliance, Monitoring, and Management Duties; Default.


If Owner fails to perform any duties related to compliance review processes, monitoring, or the management of any programs as required herein, County has the right, but not the obligation, to undertake such duties and perform them at Owner's sole expense.

10.25 Listing and Incorporation of Exhibits.

The exhibits to this Agreement, each of which is hereby incorporated herein by reference, are as follows:


- Exhibit 1: Legal Description of Specific Plan Area
- Exhibit 2: Map of Specific Plan Area
- Exhibit 3: Legal Description of Potential Wastewater Treatment Plant Site
- Exhibit 4: Map of Potential Wastewater Treatment Plant Site
- Exhibit 5: Project Land Use Plan
- Exhibit 6: Basic Community Park Improvements
- Exhibit 7: Fairview Road Improvements
- Exhibit 8: Milestones
- Exhibit 9: Developer Impact Fees
- Exhibit 10: Affordable Housing Procedures
- Exhibit 11: Santana Ranch Fiscal Impact Analysis (August 10, 2010)

COUNTY OF SAN BENITO



Gary Armstrong
Director, San Benito County Planning &
Building Department
Date:

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




Matthew Granger
County Counsel
Date:

SANTANA RANCH LANDOWNERS

By:

Guerra Nut Shelling Company, a California Corporation

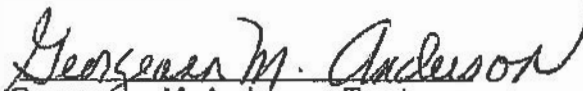

 Frank Guerra
 Its: President


 Larry W. Anderson


 Georgeann M. Anderson

Larry W. Anderson and Georgeann M. Anderson Trustees of The Restated Larry W.
 Anderson and Georgeann M. Anderson Revocable Family Trust dated August 9, 2004


 Larry W. Anderson, Trustee



 Georgeann M. Anderson, Trustee

King & Domingues Properties, a general partnership


 Thomas A. King
 Its: General Partner


 Ronald C. Domingues
 Its: General Partner

APPROVED AS TO FORM:
 Law Offices of Thomas H. Terpstra


 Thomas H. Terpstra
 Date: 11-9-10

ACKNOWLEDGMENT

State of California
County of San Benito)

On 11-23-10 before me, Robert Ernest Flores, Notary Public
(insert name and title of the officer)

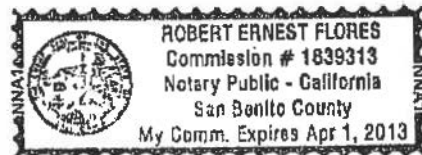
personally appeared FRANK GUERRA
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

(Seal)

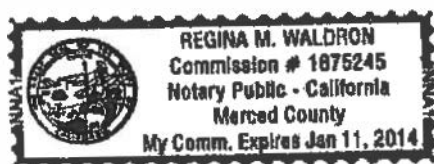


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San BerdoOn Dec. 9, 2010 before me, Regina M. Waldron, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Larry W. Anderson and Georgeann M. Anderson
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Regina M. Waldron
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Development Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Larry W. Anderson☒ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb here
Signer's Name: Georgeann M. Anderson☒ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Benito }

On Dec. 9, 2010 before me, Regina M. Waldron, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Larry W. Anderson and Georgeann M. Anderson
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Regina M. Waldron
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry W. Anderson

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☒ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: Georgeann M. Anderson

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☒ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

ACKNOWLEDGMENT

State of California

County of San Benito County

On December 2, 2010 before me, Cynthia J. McDonald, Notary Public
(insert name and title of the officer)

personally appeared Thomas A. King & Ronald C. Domingues
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Cynthia J. McDonald (Seal)

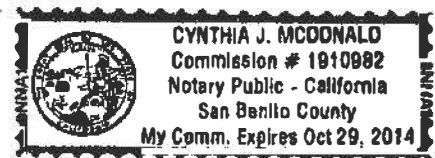


Exhibit 1

Legal Description of Specific Plan Area

All that certain real property situate in the County of San Benito, State of California, being a portion of Section 31, Township 12 South, Range 5 East, and a portion of Section 6, Township 13 South, Range 5 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the southwest corner of said Section 31; thence S89°41'51"E, a distance of 30.00 feet to the easterly right-of-way of Fairview Road; thence along said easterly right-of-way, N00°04'56"W, a distance of 4.47 feet to the True Point of Beginning; thence continuing northerly along said easterly right-of-way, N00°04'56"W, a distance of 965.69 feet, to the south line of "Parcel A", as shown on Parcel Map "P.M. No. 283-76" filed February 17, 1977 in Book 3 of Parcel Maps, at Page 60, Records of San Benito County, California; thence along said south line, S89°38'02"E, a distance of 149.14 feet to a tangent curve to the left having a radius of 450.00 feet; thence continuing along said south line, easterly-along said curve, through a central angle of 26°00'00", a distance of 204.20 feet; thence continuing along said south line, N64°21'58"E, a distance of 92.28 feet to the east line of said "Parcel A"; thence along said east line, N00°04'52"W, a distance of 494.00 feet to the north line of said "Parcel A"; thence along said north line, N89°38'02"W, a distance of 430.03 feet to the easterly right-of-way of Fairview Road; thence along said easterly right-of-way, N00°04'56"W, a distance of 2376.88 feet; thence S89°38'50"E, a distance of 2,637.21 feet to the north-south quarter section line of said Section 31; thence along said quarter section line, S00°09'20"W, a distance of 3,924.65 feet to the south quarter section corner for said Section 31; thence along the north-south quarter section line for said Section 6, S00°01'41"W, a distance of 990.00 feet; thence, N89°41'50"W, a distance of 2,618.12 feet to the easterly right-of-way of Fairview Road; thence along said easterly right-of-way N00°07'59"W, a distance of 743.33 feet to the south line of the lands of the City of Hollister conveyed by the Grant Deed recorded December 28, 2001 as Document No. 2001-0020958; thence along said south line, S89°41'51"E, a distance of 279.87 feet to the east line of said lands of the City of Hollister; thence along said east line, N00°07'59"W, a distance of 251.14 feet to the north line of said lands of the City of Hollister; thence along said north line, N89°41'51"W, a distance of 279.87 feet to the True Point of Beginning.

Containing 289.33 acres, more or less. As shown on Exhibit 2 - "Map of Specific Plan Area" made a part hereof

END OF DESCRIPTION

This legal description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Andrew S. Chafer, PLS 8005 Date Expires 12/31/2010

Exhibit 2

Map of Specific Plan Area

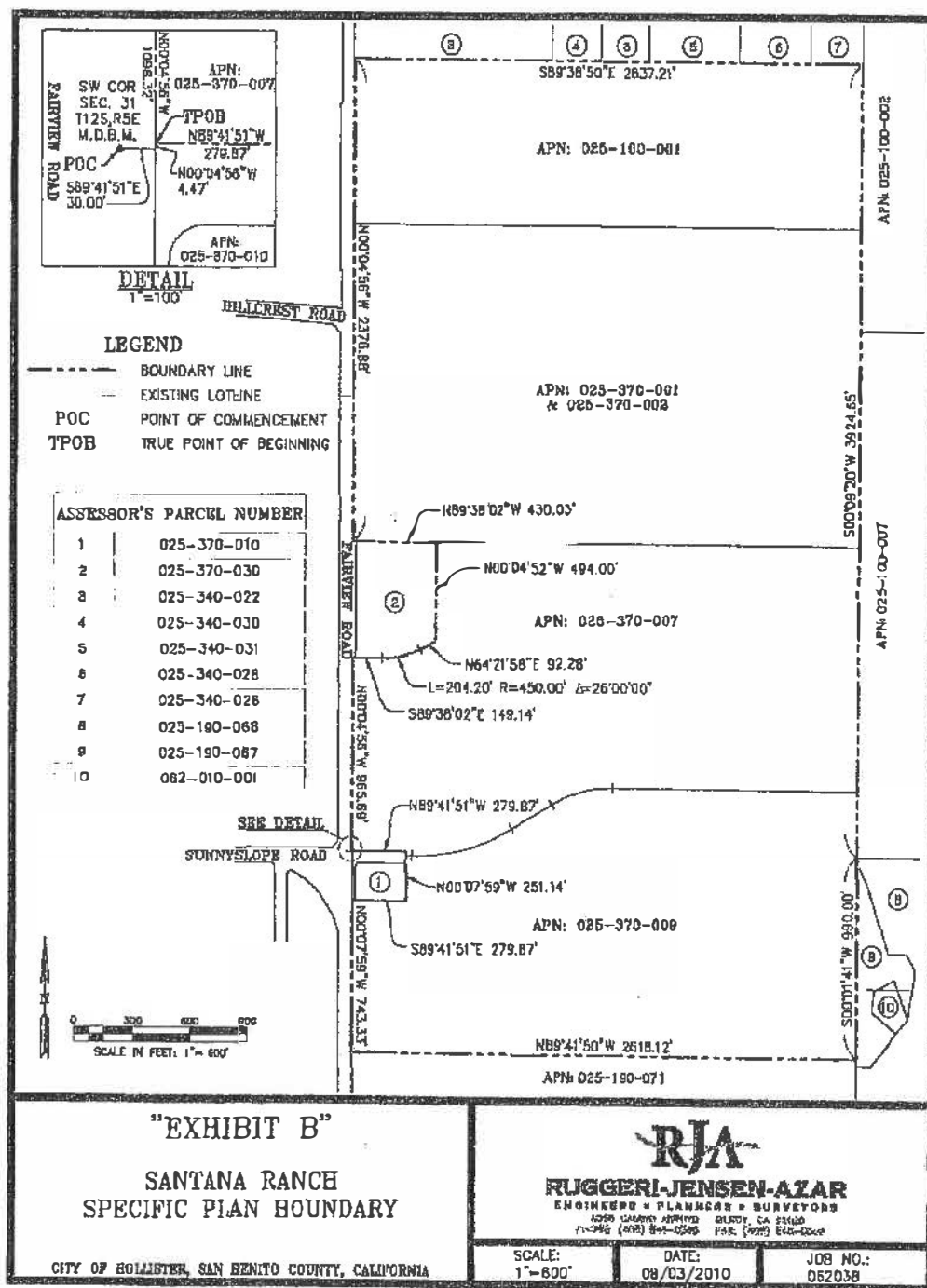


Exhibit 3Legal Description of Potential Wastewater Treatment Plant Site

All that certain real property situate in the County of San Benito, State of California, being a portion of the east half of Section 31, Township 12 South, Range 5 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the center of said Section 31; thence along the north south quarter section line of said Section 31, N00°09'20"E, a distance of 1,487.89 feet; thence S89°50'40"E, a distance of 550.00 feet; thence S00°09'20"W, a distance of 1,160.00 feet; thence S27°50'40"E, a distance of 681.62 feet; thence S00°09'20"W, a distance of 77.50 feet; thence N89°50'40"W, a distance of 870.00 feet, to the aforementioned north south quarter section line; thence along said north south quarter section line, N00°09'20"E, a distance of 351.44 feet to the **Point of Beginning**.

Containing 26.00 acres, more or less.

As shown on Exhibit 4 "made a part hereof

END OF DESCRIPTION

This legal description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

Andrew S. Chafer, PLS 8005 Date Expires 12/31/2010

Exhibit 4

Map of Potential Wastewater Treatment Plant Site

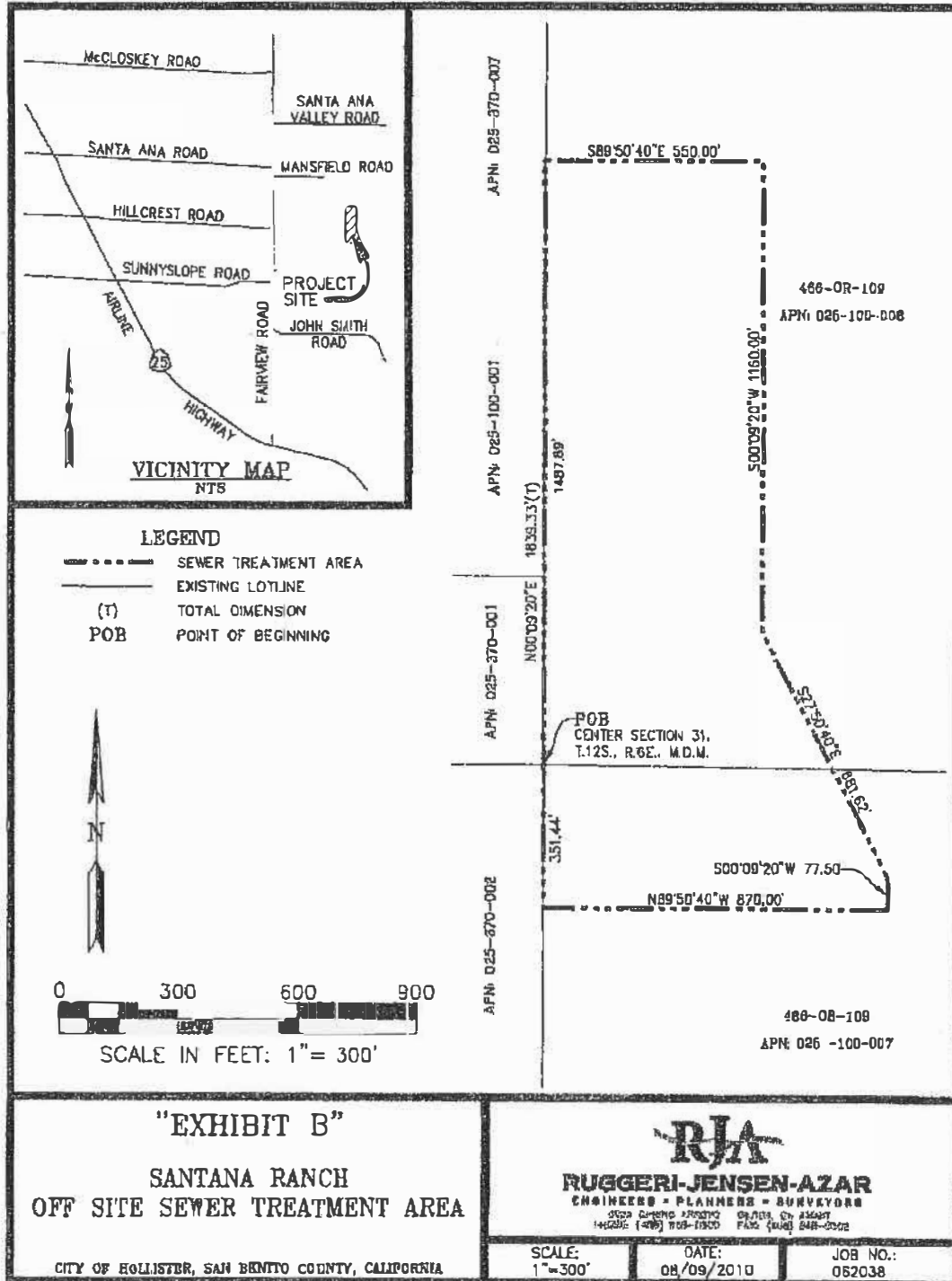
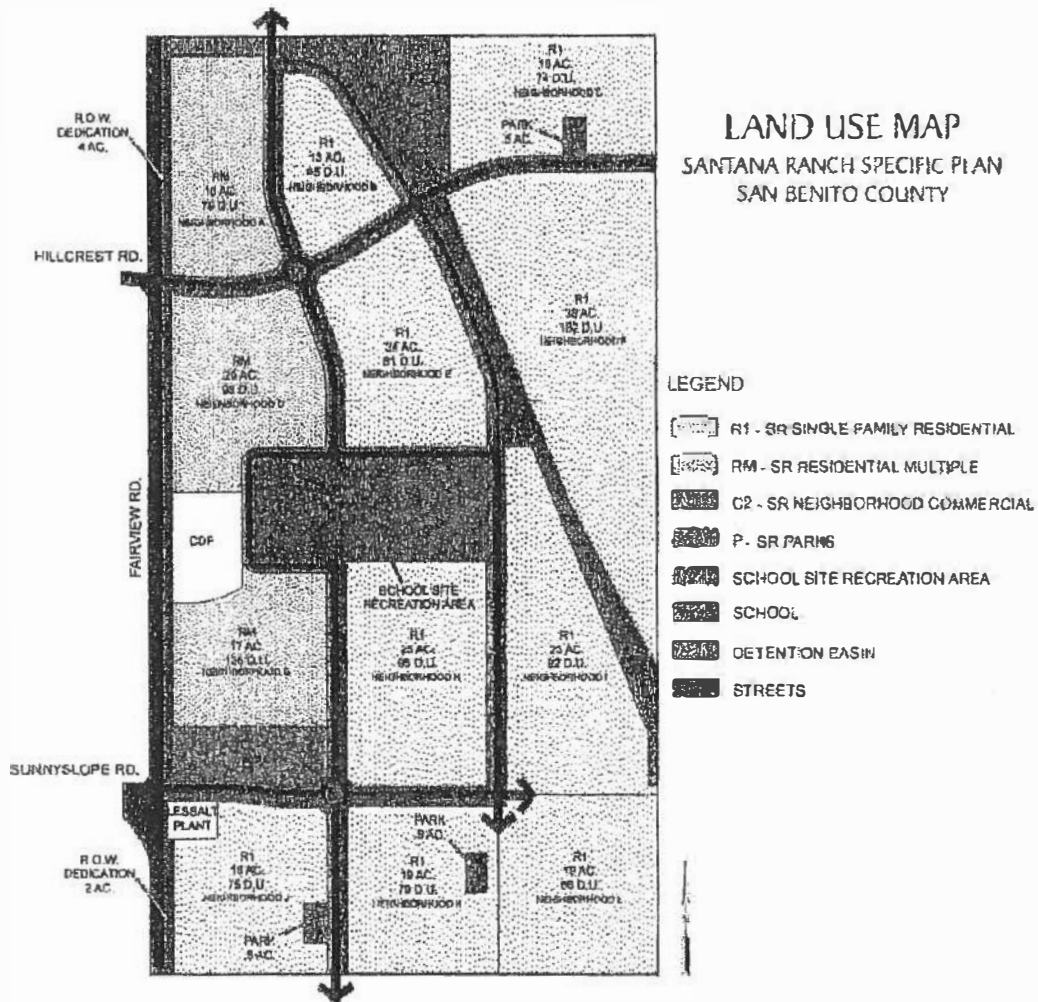


Exhibit 5

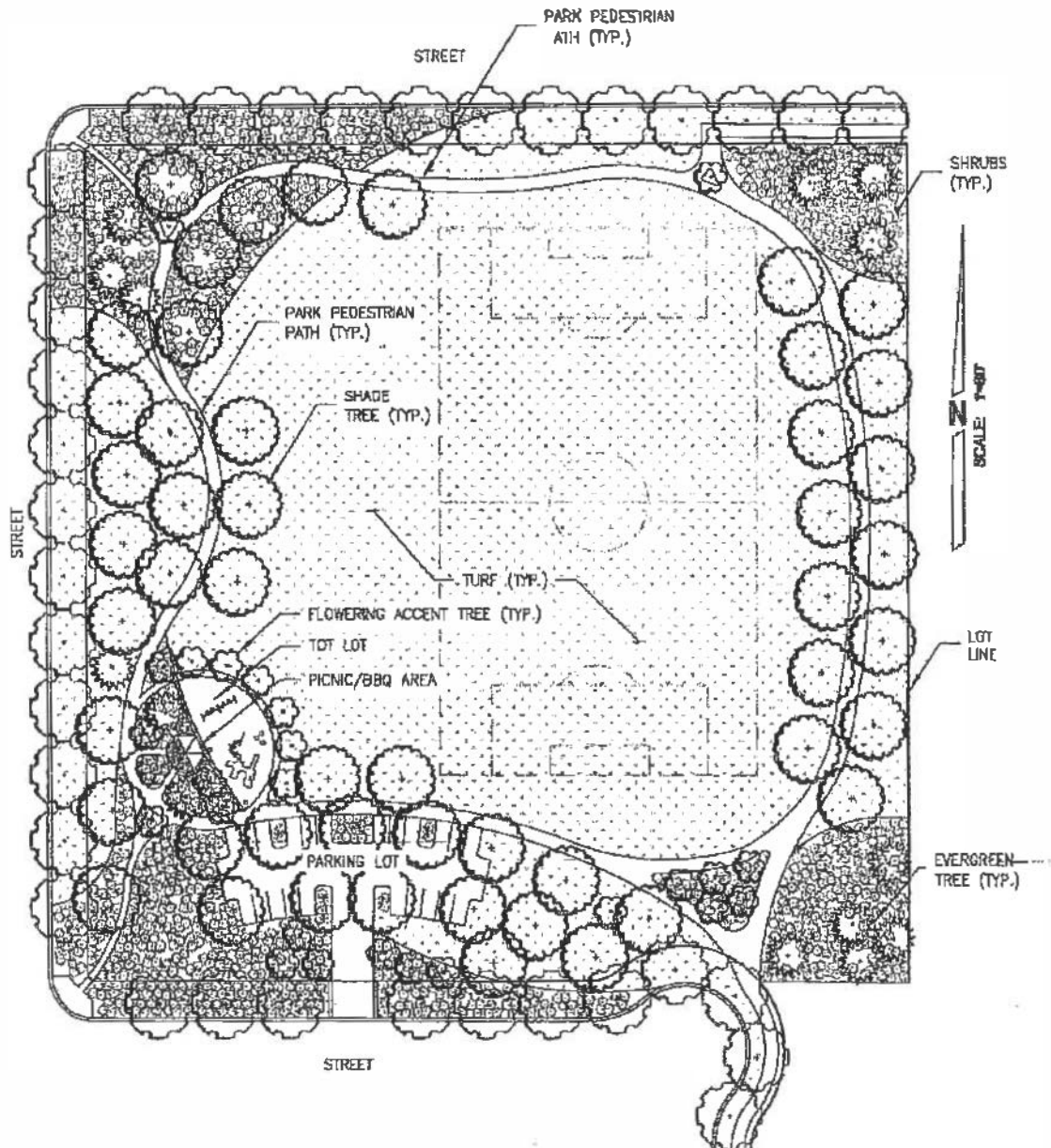
Project Land Use Plan



Note: Locations and sizes of parks and school are conceptual and may vary. Actual locations and sizes will be determined at the tentative map stage

Exhibit 6

Basic Community Park Improvements



NOTE:

1. THIS EXHIBIT IS A CONCEPTUAL LANDSCAPE PLAN ONLY. IT HAS BEEN PREPARED FOR ILLUSTRATIVE PURPOSES ONLY AND REPRESENTS A SINGLE SOLUTION TO THE SITE. THIS SOLUTION IS NOT BINDING AND DOES NOT REPRESENT ANY REQUIRED IMPROVEMENTS. THE PARK WILL CONTAIN BASIC RESTROOM FACILITIES.

**SANTANA RANCH COMMUNITY PARK
CONCEPTUAL PLAN**

JULY 2010

Exhibit 7

Fairview Road Improvements

SANTANA RANCH

OWNER IS OBLIGATED TO INSTALL FULL HALF STREET IMPROVEMENTS IN PHASES INCLUDING MEDIAN TURNING LANES, THROUGH LANES, PAVEMENT, CURB, GUTTER, SIDEWALK, LANDSCAPING AND SOUNDWALLS. LANDSCAPING AND SOUNDWALL MAINTENANCE WOULD BE THE RESPONSIBILITY OF THE PROJECT, FUNDED AND PERFORMED BY THE CDF OR SIMILAR FINANCING MECHANISM.

CREDIT TO OWNER FROM THE TIF FEE FOR THE ACTUAL COSTS INCURRED BY OWNER TO CONSTRUCT A SINGLE LANE OF IMPROVEMENT, I.E. TWELVE FEET OF PAVEMENT, ROCK, MINOR REQUIRED EARTHWORK; PROVIDED, HOWEVER, RIGHT OF WAY WOULD NOT BE REIMBURSED.

HILLCREST SIGNAL IS TO BE INSTALLED BY OWNER; IF THIS SIGNAL IS INCLUDED IN THE TIF, OWNER SHALL BE REIMBURSED FROM AVAILABLE TIF FUNDS FOR THE ACTUAL COST INCURRED BY OWNER TO CONSTRUCT THE WESTERN LEGS OF HILLCREST AND FAIRVIEW.

SUNNYSLOPE SIGNAL IS ALREADY IN PLACE; OWNER SHALL UPGRADE SIGNAL AND RELATED INFRASTRUCTURE TO SERVE THE PROJECT, I.E. CONTROLLER, CONTROLLER CABINET, POLES, POWER.

ADVANCE WARNING BEACON AND FLASHING RED LIGHT FOR CDF DRIVEWAY INSTALLED BY APPLICANT BOTH SIDES OF STREET

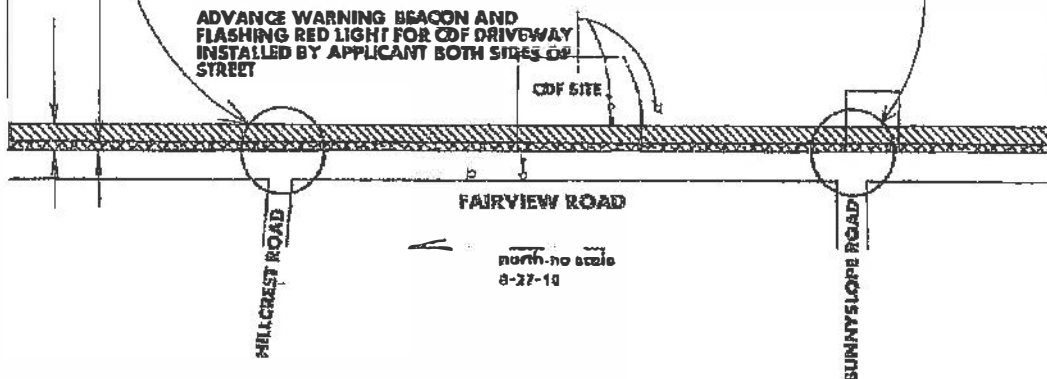


Exhibit 7

Fairview Road Improvements

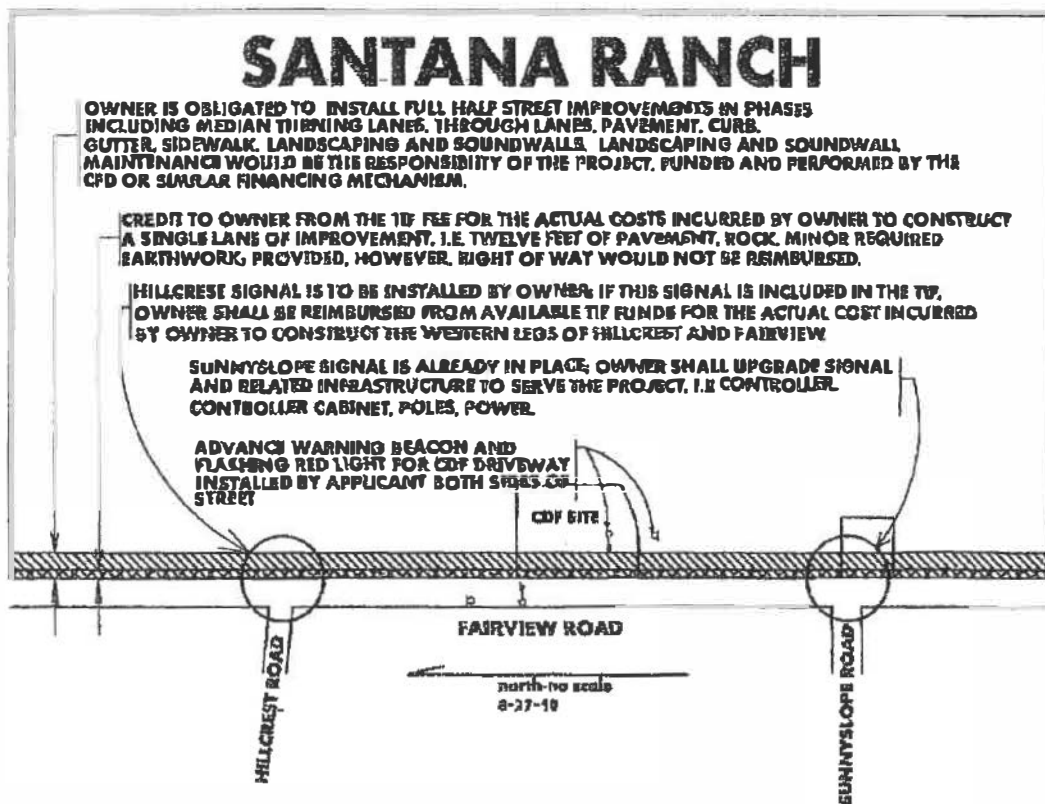


Exhibit 8Milestones

- Construct Sunnyslope Road and Fairview Road traffic signal prior to the certificate of occupancy of the first dwelling unit or commercial building (pg 8-10 sp)
- Construct Sunnyslope Road and Valley View Road traffic signal prior to the issuance of the 145th residential building permit subject to reimbursements beyond the developer's fair share of responsibility ("**Subject to Reimbursements**") (pg 3.13-43 DEIR)
- Construct Community Park prior to issuance of the certificate of occupancy of the 300th dwelling unit (pg 8-23 sp)
- Construct Hillcrest Road and Fairview Road traffic signal prior to issuance of the certificate of occupancy of the 514th unit subject to reimbursements (pg 8-10 sp)
- Construct Fairview Road and McCloskey Road traffic signal prior to the issuance of the 501st residential building permit and building permits for commercial uses in excess of 50,000 square feet subject to reimbursements (pg 3.13-42 DEIR)
- Improve Fairview Road Frontage concurrently with the development of the fronting property subject to reimbursements as outlined in Exhibit 7
- Construct Linear Park prior to completion of phase 4 or the issuance of the certificate of occupancy of the 1,092th unit (pg 8-23 sp)

Exhibit 9

Developer Impact Fees

<u>Fee Category</u>	<u>Cost</u>
Drainage	\$1,340.00 per building permit
Traffic (may be changed upon future County TIF update)	\$11,995 / residential building permit \$11.24 / 1,000 SF Commercial \$5.63 / 1,000 SF Office
Road Equipment	\$0.70 / SF of Residential Living Space
Fire Protection	\$0.25 / SF of all Covered Space
Law Enforcement	\$0.38 / SF of all Covered Space – Residential and Non-Residential
Jail / Juvenile Hall	\$0.47 / SF of all Covered Space – Residential Only
Parks and Recreation	\$1.80 / SF of Residential Living Space

Impact fees may increase or decrease per the Construction Cost Index or Consumer Price Index as identified in the San Benito County Ordinance 5.01.

Exhibit 10

Affordable Housing Procedures

Marketing and Selection Procedures

- All outreach efforts will be done in accordance with State and Federal fair lending regulations to assure nondiscriminatory treatment, outreach and access. The Fair Housing Lender logo will be placed on all outreach materials
- Developer and/or third party manager will maintain an interest and waiting list of prospective homeowners and tenants in Santana Ranch (see Attached Exhibit "A")
- San Benito County staff will direct inquiries regarding affordable units to developer
- Affordable units will be sold and/or rented to eligible households on a first come first serve basis with priority given to households who are either residents of San Benito County for at least 3 years prior to applying to the list or have worked in San Benito County for at least 12 months prior to applying on the list.
- Developer and/or third party will notify planning department when marketing of units begin
- Outreach, eligibility screening, and advertising shall be conducted approximately 180 days prior to the completion of construction for each phase of affordable units.
 - o This will allow necessary time for properly promoting units, orientation workshops, waiting list management, screening and selection process, pre-approving, entering into purchase contracts ahead of time, etc
- Each for-sale affordable unit will continue to be marketed and made available for sale at an affordable sales price for an additional 120 days after certificate of occupancy issued unless and at which time Owner shall be deemed to have complied with its affordable housing obligations for said unit:
 - o Unit sells to a qualified household
 - o The County exercises its option to purchase the affordable unit
 - o The developer experiences severe declining market conditions in which affordable for-sale units are unable to be sold within a reasonable amount of time at an affordable sales price even when acceptable marketing efforts and incentives such as down payment assistance and/or equity sharing programs are offered. The developer must submit supporting documentation acceptable to the County which may include an actual appraisal report performed by a licensed appraiser, real estate market analysis or Multiple Listings Service (MLS) sales report summary printout covering at a minimum, the prior three (3) months. Severe declining market conditions can be described as causing unrestricted marketrate homes that are similar in number of bedrooms, living area and lot size to the affordable for-sale unit to be priced at or below the otherwise affordable sales price

Establishment of Initial Sales Price

- Initial Sales Price will be based on guidelines set per California Health and Safety 50025.5
- Maximum housing costs are calculated on a case by case basis, but normally include mortgage payments, mortgage insurance, property taxes, homeowner's insurance. Examples from County are attached (Exhibits "B"- "E").

Establishment of Initial Rent Price

- Initial Rent Prices will be based on guidelines set per California Health and Safety 50052.5

Income verification before the sale or tenancy

- Potential homebuyer or tenant must complete, sign and date upfront application and disclosures
- 2 most recent pay stubs showing year-to-date gross earnings,
- Complete tax returns from previous three (3) years
- 2 most recent bank statements (all pages)
- Most recent 401K/Retirement statement (all pages)
- Supporting documentation of all additional income sources such as social security, alimony, and/or child support
- Copy of credit report
- Other income verification approved by the County

For Sale Units -- Equity and Appreciation Sharing Agreement Basic Terms

Homeowner of affordable for-sale units who participate in an equity and appreciation sharing agreement will agree to sign a promissory note in favor of the County, secured by a deed of trust, to ensure repayment of the initial subsidy and a share of the appreciation in the value of the property. The equity-sharing formula is as follows:

- o Initial Subsidy: difference between the appraised value and the deed restricted price
 - No monies are necessary from the County, but down-payment assistance could be provided if County has funding for such activities
- o Future Share of Appreciation: The ratio (%) of the Initial Subsidy to the appraised value at time of purchase
- o 30 year term with no interest charged on the initial subsidy, initial subsidy can be prepaid at time of resale
- o No Resale Restrictions: can resell unit at full market value to any willing buyer
- Home must be the homebuyer's principal place of residence
- Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the home, naming the lender as additional insured
- After the initial eligibility check for for-sale units, there would be no re-eligibility checks
- Annual occupancy monitoring and reporting will be performed and a copy of reports submitted to the County for affordable for-sale units if required by financing sources

Monitoring

- Developer and/or third party will present annually to County the attached Affordable Housing Rent Roll (see Exhibit "F") or another spreadsheet approved by the County for monitoring the affordable rental units.
- Until project build-out, developer and/or third party will present annually to County the attached New Affordable Homes Sold (see Exhibit "G"), or another spreadsheet approved by the County for monitoring the affordable for-sale units.
- Annual occupancy monitoring and reporting will be performed and a copy of reports submitted to the County for affordable for-sale units if required by financing sources
- Annual occupancy monitoring, income re-certification and reporting will be performed and a copy of reports submitted to the County for affordable rental units if required by financing sources

#	Applicant's Name	Applicant's Phone #	Applicant's Address	County Resident or Employee	Rent or Own	Unit Affordability (LOW OR MOD)	Household Size	HH Annual Income	Monthly Rent	Max Sales Price
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[illegible]

**2010 Low-Income Affordable Housing For-Sale Unit
Example Assumptions - Maximum Sales Price Calculation**

Studio, (1 household)

Maximum Monthly Housing Payment (30%) = \$993.13/mo.

Sales Price = \$120,000.00

Down Payment (5.00%) = \$6,000.00

1st Mtg. Loan Amount = \$114,000.00

Interest Rate = 6.00%

Principal + Interest Payment = \$683.49

Property Taxes (1.25%) = \$125.00

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$56.00

Total Housing Payment = \$944.49/mo.

1 Bdrm., (2 household)

Maximum Monthly Housing Payment (30%) = \$1,198.75/mo.

Sales Price = \$145,000.00

Down Payment (5.00%) = \$7,250.00

1st Mtg. Loan Amount = \$137,750.00

Interest Rate = 6.00%

Principal + Interest Payment = \$825.88

Property Taxes (1.25%) = \$151.00

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$67.66

Total Housing Payment = \$1,244.54/mo.

2 Bdrm., (3 household)

Maximum Monthly Housing Payment (30%) = \$1,277.50/mo.

Sales Price = \$165,000.00

Down Payment (5.00%) = \$8,250.00

1st Mtg. Loan Amount = \$156,750.00

Interest Rate = 6.00%

Principal + Interest Payment = \$939.80

Property Taxes (1.25%) = \$171.83

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$77.00

Total Housing Payment = \$1,268.63/mo.

3 Bdrm., (4 household)

Maximum Monthly Housing Payment (30%) = \$1,419.25/mo.

Sales Price = \$185,000.00

Down Payment (5.00%) = \$9,250.00

1st Mtg. Loan Amount = \$175,750.00

Interest Rate = 6.00%

Principal + Interest Payment = \$1,053.71

Property Taxes (1.25%) = \$192.66

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$86.33

Total Housing Payment = \$1,412.70/mo.

4 Bdrm., (5 household)

Maximum Monthly Housing Payment (30%) = \$1,533.00/mo.

Sales Price = \$200,000.00

Down Payment (5.00%) = \$10,000.00

1st Mtg. Loan Amount = \$190,000.00

Interest Rate = 6.00%

Principal + Interest Payment = \$1,139.15

Property Taxes (1.25%) = \$208.33

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$93.41

Total Housing Payment = \$1,520.89/mo.

**2010 Moderate-Income Affordable Housing For-Sale Unit
Example of Maximum Sales Price Calculation at 110% of Area Median Income**

Studio, (1 household)

Maximum Monthly Housing Payment (35%) = **\$1,820.73/mo.**

Sales Price = \$240,000.00

Down Payment (5.00%) = \$12,000.00

1st Mtg. Loan Amount = \$228,000.00

Interest Rate = 6.00%

Principal + Interest Payment = \$1,366.98

Property Taxes (1.25%) = \$250.00

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$112.08

Total Housing Payment = \$1,809.06/mo.

1 Bdrm., (2 household)

Maximum Monthly Housing Payment (35%) = **\$2,082.21/mo.**

Sales Price = \$270,000.00

Down Payment (5.00%) = \$13,500.00

1st Mtg. Loan Amount = \$256,500.00

Interest Rate = 6.00%

Principal + Interest Payment = \$1,537.85

Property Taxes (1.25%) = \$281.25

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$126.08

Total Housing Payment = \$2,025.18/mo.

2 Bdrm., (3 household)

Maximum Monthly Housing Payment (35%) = **\$2,342.08/mo.**

Sales Price = \$305,000.00

Down Payment (5.00%) = \$15,250.00

1st Mtg. Loan Amount = \$289,750.00

Interest Rate = 6.00%

Principal + Interest Payment = \$1,737.20

Property Taxes (1.25%) = \$317.66

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$142.08

Total Housing Payment = \$2,276.94/mo.

3 Bdrm., (4 household)

Maximum Monthly Housing Payment (35%) = **\$2,601.98/mo.**

Sales Price = \$350,000.00

Down Payment (5.00%) = \$17,500.00

1st Mtg. Loan Amount = \$332,500.00

Interest Rate = 6.00%

Principal + Interest Payment = \$1,993.51

Property Taxes (1.25%) = \$364.58

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$163.41

Total Housing Payment = \$2,601.50/mo.

4 Bdrm., (5 household)

Maximum Monthly Housing Payment (35%) = **\$2,810.50/mo.**

Sales Price = \$375,000.00

Down Payment (5.00%) = \$18,750.00

1st Mtg. Loan Amount = \$356,250.00

Interest Rate = 6.00%

Principal + Interest Payment = \$2,135.90

Property Taxes (1.25%) = \$390.58

Homeowner's Insurance = \$80.00

Mortgage Insurance (.59 factor) = \$175.08

Total Housing Payment = \$2,781.56/mo.



2010 San Benito County (SBC) Affordable Housing Owner-Occupied Low-Income Housing Costs

419

Size of unit (person household)	2010 SBC Annual Median Income adjusted for family size	SBC Monthly Median Income adjusted for family size	Max. Monthly Housing Cost	Estimated Maximum Sales Price(s)
Studio (1 hshld.)	\$ 56,750.00	\$ 4,729.17	\$ 993.13	\$ 120,000.00
1 Bdrm. (2 hshld.)	\$ 64,900.00	\$ 5,408.33	\$ 1,198.75	\$ 145,000.00
2 Bdrm. (3 hshld.)	\$ 73,000.00	\$ 6,083.33	\$ 1,277.50	\$ 165,000.00
3 Bdrm. (4 hshld.)	\$ 81,100.00	\$ 6,758.33	\$ 1,419.25	\$ 185,000.00
4 Bdrm. (5 hshld.)	\$ 87,600.00	\$ 7,300.00	\$ 1,533.00	\$ 200,000.00

San Benito County Median Home Sales Price (June 2010): \$267,600.00

Maximum Monthly Housing Costs Calculation: .3 x .7 x monthly median income, adjusted for family size

California Health & Safety Code Definition: Section 50052.5 (a), (3) For lower income households whose gross incomes exceed the maximum income for very low income households and do not exceed 70 percent of the area median income adjusted for family size, the product of 30 percent times 70 percent of the area median income adjusted for family size appropriate for the unit. In addition, for any lower income household that has a gross income that equals or exceeds 70 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable housing cost not exceed 30 percent of the gross income of the household.

For those lower income households that have a gross income that equals or exceeds 70 percent of the area median income adjusted for family size, San Benito County currently requires that affordable housing costs not exceed 30 percent of the gross income of the household up to 80 percent of the area median income adjusted for family size.

Maximum Sales Price(s) Assumptions: Conventional Financing, 30 yr. Fixed Mortgage, 6.00% Interest Rate, 5.00% Down Payment, 1.25% Property Taxes, \$80.00/mo. Homeowner's Insurance, .59% Mortgage Insurance Factor, No HOA Dues.

Figures are estimates for 2010, information provided for Public Consumers, Real Estate Professionals, Lending Institutions and Developers. Distorted by San Benito County Housing Economic Development Department



2010 San Benito County (SBC) Affordable Housing Low-Income Rental Housing Costs

Size of unit (person household)	2010 SBC Annual		SBC Monthly		Max. Monthly Housing Cost
	Median Income adjusted for family size	Income adjusted for family size	Median Income adjusted for family size	Income adjusted for family size	
Studio (1 hshld.)	\$ 56,750.00	\$ 4,729.17	\$ 5,408.33	\$ 1,095.00	\$ 851.25
1 Bdrm. (2 hshld.)	\$ 64,900.00	\$ 5,408.33	\$ 6,083.33	\$ 1,216.50	\$ 973.50
2 Bdrm. (3 hshld.)	\$ 73,000.00	\$ 6,083.33	\$ 6,758.33	\$ 1,314.00	\$ 1,095.00
3 Bdrm. (4 hshld.)	\$ 81,100.00	\$ 6,758.33	\$ 7,300.00		\$ 1,216.50
4 Bdrm. (5 hshld.)	\$ 87,600.00	\$ 7,300.00			\$ 1,314.00

Maximum Monthly Housing Costs Calculation: $.3 \times .6 \times \text{monthly median income, adjusted for family size}$

California Health & Safety Code Definition: 50053. (a), 3) For lower income households whose gross incomes exceed the maximum income for very low income households, the product of 30 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, it shall be optional for a city or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

For those lower income households that have a gross income that equals or exceeds 60 percent of the area median income adjusted for family size, San Benito County currently requires that the affordable rent not exceed 30 percent of the gross income of the household up to 80 percent of the area median income adjusted for family size.

****Figures are estimates for 2010, information provided for Public Consumers, Real Estate Professionals, Lending Institutions and Developers. Districts by San Benito County Housing Economic Development Department****



2010 San Benito County (SBC) Affordable Housing Owner-Occupied Moderate-Income Housing Costs

421

Size of unit (person household)	2010 SBC Annual		SBC Monthly		Max. Monthly Housing Cost	Estimated Maximum Sales Price(s)		
	Median Income adjusted for family size	Income adjusted for family size	Median Income adjusted for family size	Income adjusted for family size				
Studio (1 hshld.)	\$	56,750.00	\$	4,729.17	\$	1,820.73	\$	240,000.00
1 Bdrm. (2 hshld.)	\$	64,900.00	\$	5,408.33	\$	2,082.21	\$	270,000.00
2 Bdrm. (3 hshld.)	\$	73,000.00	\$	6,083.33	\$	2,342.08	\$	305,000.00
3 Bdrm. (4 hshld.)	\$	81,100.00	\$	6,758.33	\$	2,601.96	\$	350,000.00
4 Bdrm. (5 hshld.)	\$	87,600.00	\$	7,300.00	\$	2,810.50	\$	375,000.00

San Benito County Median Home Sales Price (June 2010): \$267,500.00

Maximum Monthly Housing Costs Calculation: .36 x 1.10 x monthly median income, adjusted for family size

California Health & Safety Code Definition: Section 50052.5, (a), 4) For moderate-income households, affordable housing cost shall not be less than 28 percent of the gross income of the household, nor exceed the product of 35 percent times 110 percent of area median income adjusted for family size appropriate for the unit. In addition, for any moderate-income household that has a gross income that exceeds 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable housing cost not exceed 35 percent of the gross income of the household.

For those moderate-income households that have a gross income that equals or exceeds 110 percent of the area median income adjusted for family size, San Benito County currently requires that affordable housing costs not exceed 35 percent of the gross income of the household up to 120 percent of the area median income adjusted for family size.

Maximum Sales Price(s) Assumptions: Conventional Financing, 30 yr. Fixed Mortgage, 6.00% Interest Rate, 5.00% Down Payment, 1.25% Property Taxes, \$80.00/mo. Homeowner's Insurance, .59% Mortgage Insurance Factor, No HOA Dues

**Figures are estimates for 2010, information provided for Public Consumers, Real Estate Professionals, Lending Institutions and Developers. Distric
by San Benito County Housing Economic Development Department**



2010 San Benito County (SBC) Affordable Housing Moderate-Income Rental Housing Costs

Size of unit (person household)	2010 SBC Annual		SBC Monthly		Max. Monthly Housing Cost
	Median Income adjusted for family size	Income adjusted for family size	Median Income adjusted for family size	Income adjusted for family size	
Studio (1 hshld.)	\$ 56,750.00	\$ 4,729.17	\$ 1,560.63		
1 Bdrm. (2 hshld.)	\$ 64,900.00	\$ 5,408.33	\$ 1,784.75		
2 Bdrm. (3 hshld.)	\$ 73,000.00	\$ 6,083.33	\$ 2,007.50		
3 Bdrm. (4 hshld.)	\$ 81,100.00	\$ 6,758.33	\$ 2,230.25		
4 Bdrm. (5 hshld.)	\$ 87,600.00	\$ 7,300.00	\$ 2,409.00		

Maximum Monthly Housing Costs Calculation: .30 x 1, 10 x monthly median income, adjusted for family size

California Health & Safety Code Definition: 50053, (a), (4) For moderate-income households, the product of 30 percent times 110 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those moderate-income households whose gross incomes exceed 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 Percent of gross income of the household.

For those moderate income households that have a gross income that equals or exceeds 110 percent of the area median income adjusted for family size, San Benito County currently requires that the affordable rent not exceed 30 percent of the gross income of the household up to 120 percent of the area median income adjusted for family size.

Figures are estimates for 2010, information provided for Public Consumers, Real Estate Professionals, Lending Institutions and Developers. Distilled by San Benito County Housing Economic Development Department

Exhibit "F"
Affordable Housing Rent Roll

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Santana Ranch
Rent Roll [Reporting Period]
[Address, Zip Code]

I. RENT ROLL

	Unit #	Tenant's Name	Unit Afford.	Sq Ft.	# of BdRm	Utility Allow.	Subsidy	Monthly Rent	HH Size	HH Annual Income	Date of Cert./ Recert.	Move-In-Date
1												
2												
3												
4												
5												
6												
7												
8												
9												
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II. TOTALS

Low-Income Occupied: Low-Income Vacant:
Moderate-Income Occupied: Moderate-Income Vacant:

Sheet "G"
 CANTANA RANCH - ANNUAL NEW AFFORDABLE HOUSING SOLD - PERIOD ENDING 6/30/2017

#	Homeowner's Name	Homeowner's Phone #	Homeowner's Previous Address	Address of Affordable Unit	Lot #	Close of Escrow Date	County Resident or Employee	Unit Affordability (Low/Med)	Restricted (Y/N)	Household HH Annual Income	Sale Price
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
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62

Exhibit 11

Santana Ranch Fiscal Impact Analysis (August 10, 2010)



GOODWIN CONSULTING GROUP

***SANTANA RANCH SPECIFIC PLAN
STONECREEK PROPERTIES***

FISCAL IMPACT ANALYSIS

August 10, 2010

555 UNIVERSITY AVE, SUITE 280 • SACRAMENTO, CA 95825
PHONE: (916) 561-0890 • FAX: (916) 561-0891

Santana Ranch Specific Plan Fiscal Impact Analysis

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	Methodology	3
	Major Assumptions.....	4
3	FISCAL IMPACT ANALYSIS	8
	Fiscal Revenues	8
	Fiscal Expenses.....	10
4	CONCLUSIONS.....	12
5	POTENTIAL FUNDING SOURCES TO MITIGATE FISCAL DEFICITS	13

APPENDIX: Fiscal Impact Analysis Tables

Chapter 1
INTRODUCTION

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SCOPE

This report examines the potential recurring fiscal impacts to the County of San Benito (County) from new development in the Santana Ranch Specific Plan project area (Project). To determine the fiscal impacts, this analysis compares the annual costs of providing public services to the annual revenues expected to be generated by the Project. Districts and funds supported by development fees and user charges (e.g., enterprise funds), state funding (e.g., school districts), or a specific allocation of property taxes (e.g., school districts and fire districts) are not included in this analysis, which focuses solely on the fiscal impacts to the County's General Fund.

Fiscal impacts arising from land development can be categorized broadly into one-time impacts or recurring impacts, both of which generally contain a revenue component and an expense component. For example, while a proposed project may create the need for a police substation, a development impact fee would offset the one-time construction cost. Conversely, the annual expenses associated with staffing and maintaining the station may be funded with property taxes or other revenues generated annually by the project. The fiscal impacts evaluated in this report are a result of the annual, or recurring, County revenues and expenses resulting from development of the proposed Project.

PROJECT DESCRIPTION

The Project is situated in an unincorporated area of the County adjacent to the eastern edge of the City of Hollister Urban Area (City). The County covers approximately 1,396 square miles in the west-central part of the state and is bordered to the north by Santa Cruz and Santa Clara counties, to the east by Merced and Fresno counties, and to the west and south by Monterey County. The Department of Finance estimates the County's population at nearly 57,900.

The Project consists of two primary components: 1) a residential community; and 2) a mixed-use neighborhood commercial center. In addition, the Project's plan includes neighborhood parks, detention basins, and an elementary school. Within the residential community, a total of 1,092 dwelling units is proposed and includes a mix of housing types and densities intended to address the needs of a variety of future residents.

The residential component is expected to include Single Family Residential homes with densities ranging from 1.0 to 6.0 units per acre and Residential Multiple (RM) homes with densities of 5.0 to 20.0 units per acre.

The neighborhood commercial center will likely support retail-oriented uses such as restaurants, small grocery stores, specialty shops, and/or other forms of local-serving shopping opportunities.

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that offer an alternative shopping site closer to new development on the east side of the City.
The table below summarizes the Project's land uses.

Santana Ranch Specific Plan Land Uses

Residential Dwelling Units	
Single Family Residential (R1)	774
Residential Multiple	318
Total Dwelling Units	1,092
Neighborhood Commercial Acres	
Commercial	12.0
Total Acres	12.0

METHODOLOGY AND MAJOR ASSUMPTIONS

METHODOLOGY

Two methodologies are employed in this report to estimate potential recurring fiscal impacts. The first, known as the Multiplier Method, assumes that fiscal impacts will result from proposed development at forecasted rates – typically based on the current fiscal year budget. Conversely, the Case Study Method is used to estimate recurring revenues and expenses by applying defined service standards, existing tax and fee rates, and suggested operating and maintenance costs to the land uses and services planned for new development. The Multiplier and Case Study methods are generally used under the following conditions:

Multiplier Method

1. Average cost is a reasonable approximation of the actual cost to provide similar services to specific developments in future years.
2. Identifiable revenues and expenses are a direct function of the size of the population (e.g., social services).
3. Service standards and estimated future costs for new projects are not currently available or accurate.

Case Study Method

1. Marginal cost is a more suitable approximation of the actual cost to provide similar services to specific developments in future years.
2. The land use distribution of the project being analyzed does not resemble the land use distribution currently within the public agency.
3. Service standards and estimated future costs for new projects ~~are anticipated~~ to be different than they are now.

Table A-1 in the Appendix presents the estimated residential population and estimated number of jobs for the entire County and for the unincorporated area of the County as of January 1, 2010. Since the Multiplier Method often relies on a persons served factor, which equates to the sum of all residents plus 50% of employees for purposes of this report, persons served is presented along with the above assumptions. Although the exact relationship of service demands and revenue potential between residents and employees is difficult to measure, a service population comprised of 100% of the residents and 50% of the employees is standard fiscal practice. This relationship suggests that a resident generally has twice the impact of an employee (i.e., a resident is home 16 hours per day while an employee is at work 8 hours per day).

The Case Study and Multiplier methods are used, as presented in the table below, to estimate the various recurring fiscal impacts of the Project on the County's General Fund.

Case Study and Multiplier Methods

COUNTY OF SAN BENITO	
Case Study Method	Multiplier Method
Recurring Revenues	
Property Tax: Secured and Unsecured	Other Taxes
Real Property Transfer Tax	Licenses and Permits
Sales and Use Tax / Public Safety Sales Tax	Fines, Forfeitures, and Penalties
Property Tax In-Lieu of Vehicle License Fees	Gas Tax
	Other Revenue
Recurring Expenses	
Neighborhood Parks and Detention Basin	General Government
	Finance
	Judicial
	Police Protection
	Detention & Correction
	Protective Inspection
	Other Public Protection
	Health & Sanitation
	Public Assistance
	Education
	Recreation
	Fire Protection
	Street Lighting & Maintenance
	Park & Landscape Maintenance

MAJOR ASSUMPTIONS

Many assumptions are factored into this analysis of fiscal impacts. Some of the more critical assumptions in terms of the effect on revenues and expenses are explained below:

1. The projected annual fiscal impacts are presented in 2010 dollars. Future dollar impacts could be adjusted by a factor that is tied to an appropriate inflation index such as the *Engineering News-Record* (ENR) index or one of the regional consumer price indices (CPI).
2. Legal actions taken at the state level in the early 1990s diverted a percentage of the 1.0% property tax into Educational Revenue Augmentation Funds (ERAF). For purposes of this fiscal analysis, it is assumed that this ERAF shift will continue in future years.
3. The property tax allocation process is credited to Assembly Bill (AB) 8 after the 1979 legislation codifying the "new" system. Enacted as a response to the sweeping reforms

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caused by the passage of Proposition 13 one year earlier, AB 8's effect is still evident in the tax rate area (TRA) data presented in Table A-2. The following three TRAs, which serve as the basis for the property tax distribution to local taxing entities, encompass the Project: 67-029, 67-030, and 67-034.

On average, this fiscal analysis suggests that the County will receive 14.5% of property tax revenues generated by the Project. The 14.5% distribution includes the full allocations to the County General Fund and State Fire Contract. The full allocation of the State Fire Contract is included because, although the California Department of Forestry and Fire Protection (CDF) will likely provide fire protection services to the Project, the arrangement is assumed to involve a contract through the County.

4. Pursuant to discussions with County staff and the County's consultant, revenue and expense standards reflect average net revenues and net costs based on budgets for the past four years (i.e., fiscal year 2006-07 through fiscal year 2009-10) as shown in Tables D-1 through D-3, with the exceptions being those expenses highlighted in Item #5 below. The net County cost equals the amount funded with General Fund general purpose revenues (i.e., discretionary revenues); dedicated revenue contributions from federal, state, or other non-General Fund sources are not included.

Also of note, the cost multiplier for departments characterized as General Government departments is reduced by 25% to reflect the fact that a portion of the activities in these budget areas will not grow significantly, if at all, due to new development. For example, the County will fund only one Board of Supervisors, county administrator, county counsel, and other similar positions. While certain staff and related expenses will increase to respond to growth as a result of the Project, executive staff and other management levels within the General Government departments will neither increase in size nor expense.

5. As mentioned earlier, not all expense standards reflect County costs. County staff believes service levels related to fire protection, street lighting, street maintenance, park maintenance, and landscape maintenance will be different in the Project (i.e., at an urban level of service). Consequently, this fiscal analysis does not incorporate County costs for these five services.

Police protection/sheriff service is not included in the list of services above as such costs have increased over 6.5% per year over the past four years. Rather than apply an average from comparable cities, this report assumes that the County's four-year average is a reasonable predictor of the sheriff department's future operations and maintenance costs.

To calculate service costs reflective of an urban level of service, the following five cities were selected for their demographic and/or geographic similarities with the County: Hollister, Gilroy, Watsonville, Woodland, and Rocklin. Again, four-year averages were applied, to ensure consistency with the remainder of the report.

6. Of the different expense categories presented in the results, only the Neighborhood Parks and Detention Basin line item does not make use of an expense standard. With specific cost data provided by the San Benito County Parks and Recreation Master Plan (P&R Master Plan),

the marginal cost of operating and maintaining the 2.0 acres of neighborhood parks and the 5.0 acre detention basin was readily quantifiable. While the P&R Master Plan indicates a cost of \$6,000 per acre per year for neighborhood parks, it does not specifically call out a cost for detention basins. Nonetheless, it does offer an estimate of \$1,500 per acre per year to maintain natural areas, and such a use seems sufficiently like that of the detention basin.

7. Within an incorporated area, municipal-type services would be provided by a city, instead of County departments. As a result, two categories of General Fund expenditures have been defined. "Countywide Services" include departments that provide service on a Countywide basis, and "Unincorporated Area Services" include departments that provide service to only the unincorporated population. Similarly, only the unincorporated area population contributes to certain revenue categories, while the countywide population does so to others. The following table provides a breakdown of Countywide and Unincorporated Area revenues and expenses.

Countywide and Unincorporated Area Services

COUNTY OF SAN BENITO	
Countywide	Unincorporated Area
Revenues	
Fines, Forfeitures, and Penalties	Other Taxes
Gas Tax (portion of)	Gas Tax (portion of)
Other Revenue	Licenses and Permits
Expenses	
General Government	Police Protection
Finance	Other Unincorporated Area Public Protection
Judicial	
Detention & Correction	
Protective Inspection	
Other Countywide Public Protection	
Health & Sanitation	
Public Assistance	
Education	
Recreation	

8. The water delivery system constructed for the Project will be dedicated to the Sunnyslope County Water District, which will operate and maintain the system. The Project will become part of the Sunnyslope County Water District's utility rate base, and monthly water charges will be collected by the district to pay for water system operations and maintenance.
9. New development within the Project will be responsible for funding the costs to install necessary capital improvements and provide ongoing public services, including the operations and maintenance of capital improvements. Consequently, there will be no financial impact on existing residences and businesses in the County due to development of the Project.

The County will provide a range of municipal-level public services, including the following:

- All streets in the Project will be public streets maintained by the County.
 - All park sites in the Project will be dedicated to the County, and the County will operate and maintain the parks.
 - The storm drainage system constructed for the Project will be dedicated to the County, and the County will operate and maintain the system.
 - Fire protection services will be provided by CDF under a contract with the County.
 - The sewer systems for the Project will be dedicated to Sunnyslope County Water District (SSCWD), and SSCWD will operate and maintain the system. The Project will become part of SSCWD's utility rate base, and monthly sewer charges will be collected by SSCWD to pay for sewer system operations and maintenance.
 - The reclaimed water system for the Project will be dedicated to San Benito County Water District (SBCWD), and SBCWD will operate and maintain the system. The Project will become part of SBCWD's utility rate base, and charges will be collected by SBCWD to pay for system operations and maintenance.
10. A summary of the land use assumptions incorporated into this fiscal analysis is presented in Table B-1 and Table C-1 of the Appendix. Since sales price assumptions play a direct role in 60%-70% of the estimate for total revenues generated by the Project, this report considers two sales price scenarios — a high-end value scenario and a low-end value scenario. Furthermore, it is important to note that, while a portion of the Project will be Affordable RM units, a distinction between Residential Multiple and Affordable RM values is not made.

Chapter 3

FISCAL IMPACT ANALYSIS**FISCAL REVENUES**

After buildout, the Project is expected to generate annual fiscal revenues for the County of approximately \$2.5 million in the high-end assessed value scenario (Scenario 1) and \$1.9 million in the low-end assessed value scenario (Scenario 2). Secured property tax and property tax in-lieu of vehicle license fees (PTILVLF) are the largest sources of projected County revenues, accounting for 42.3% and 23.6% of total revenues in Scenario 1 and 37.4% and 20.8% in Scenario 2.

Fiscal Revenues Estimated by the Multiplier Method

Of the different revenue sources itemized in this fiscal analysis, five are calculated using the Multiplier Method. The multipliers calculated in Table A-4 are applied to either the number of residents or persons served within the Project – depending on the applicable service population – to arrive at the annual impacts presented in Table B-2 or Table C-2. Since assessed value assumptions do not affect the calculation of these multipliers in any way, the estimates for these five revenue sources are the same regardless of the scenario.

Each of the multipliers is net of revenues that are not expected to increase with population or employment growth. Grants, or similar “fixed” income streams, have been backed out of this analysis where appropriate.

Fiscal Revenues Estimated by the Case Study Method***Secured Property Tax***

Property taxes, which are based on assessed valuation, are distributed to public agencies and special districts based on the allocation factors of the applicable TRA. Table A-2 outlines the allocation factors (before the ERAF shift) for the assortment of taxing entities that receive property taxes from the TRAs mentioned above. Then, the County’s ERAF shift percentage for fiscal year 2009-10 is applied to the two line items expected to flow to the County when the Project develops. Based on these calculations, the County’s General Fund is predicted to receive 14.5% of the property tax revenues generated by the Project. Total secured property tax revenue from the Project, distributed to the County’s General Fund, is shown in Tables B-2 and C-2.

Unsecured Property Tax

Unsecured property includes items such as computers, furniture, machinery, and equipment in non-residential areas and in some home-based businesses. It is also comprised of other types of personal property, including boats and airplanes. Unsecured property taxes are typically calculated as a percentage of secured property taxes based on the historical relationship between

the two. Non-residential property tends to generate significantly higher unsecured property taxes than residential property. As Table A-3 indicates, unsecured property tax revenues are assumed to be 1.0% of secured property tax revenues for residential property and 10.0% for non-residential property. Total unsecured property tax revenue is shown in Tables B-2 and C-2.

Real Property Transfer Tax

When a residential dwelling unit or non-residential structure is sold within a county, a tax representing a small percentage of the value is levied. As shown in Table A-3, the current County rate is \$1.10 per \$1,000 of value. Real property transfer tax revenue is shown in Tables B-2 and C-2.

Sales and Use Tax

Several methodologies can be used to estimate the taxable sales that a particular project area will generate. One method measures taxable sales based on the supply of retail square footage. Under this approach, an estimate of taxable sales per square foot is multiplied by the total retail square footage planned for the project. A second approach looks at the demand side of the equation. In this approach, household income, the percentage of household income spent on taxable goods and services, and a taxable sales capture rate are estimated to derive taxable sales.

The supply side approach, which simply counts taxable sales where point-of-sale transactions occur, is the more conservative of the two approaches and is the one used in this analysis. Industry standards for development projects of this type estimate taxable sales at \$270 per sq. ft. This assumption is presented in Table A-3.

In addition to the 1.0% local sales tax, the County also receives a portion of the County's and state's pooled tax revenues. When a sale cannot be identified with a permanent place of business in this state, the sales tax is allocated to the local jurisdictions through countywide or statewide pools. Accordingly, certain sellers are authorized to report their local sales tax either on a countywide or statewide basis. Examples of such sellers may include auctioneers, construction contractors making sales of fixtures, catering trucks, itinerant vendors, vending machine operators, and other permit holders who operate in more than one local jurisdiction but are unable to readily allocate taxable transactions to particular jurisdictions.

Use tax is allocated through a countywide pool. Examples of taxpayers who report use tax allocated through the countywide pool include both out-of-state and in-state sellers who ship goods directly to consumers in California from a stock of goods located outside the state. The countywide pools are prorated, first among the cities and the unincorporated area of each county using the proportion that the identified tax for each city and unincorporated area of a county bears to the total identified for the county as a whole. The combined total of the direct sales tax allocation and the prorated countywide pool amount is then used to allocate the statewide pool to each city and county.

Based on data from the State Board of Equalization, the County's share of revenues from these pooled funds is approximately 14.0% of its local sales tax revenue. This factor is presented in

Table A-3. It is assumed that this percentage will continue to be received in the future; therefore, these revenues are incorporated into this analysis as shown in Tables B-2 and C-2.

Public Safety Sales Tax

Proposition 172 created a one-half cent sales tax for local public safety. In fact, it was designed as a means of softening the impact of the ERAF shift on local agencies. Each county allocates Proposition 172 revenues to each city and unincorporated area of the county based on their proportionate share of net property tax loss due to ERAF.

Since counties bear the brunt of the net property tax loss due to ERAF, counties receive most of the public safety sales taxes. This analysis assumes that the County will be allocated approximately 95% of the Proposition 172 revenue that flows to the County as a whole. The annual public safety sales tax revenue at buildout of the Project is shown in Tables B-2 and C-2.

Vehicle License Fees and Property Tax In-Lieu of Vehicle License Fees

Previously, vehicle license fee ("VLF") revenue was determined on a per-capita basis. The November 2004 election and passage of Proposition 1A resulted in a constitutional amendment that introduced the property tax for VLF swap—what's known as Property Tax In-Lieu of VLF. Under the new law, the VLF, including backfill from the state general fund used to supplement taxpayer VLF revenues, is eliminated and replaced with a like amount of property taxes dollar-for-dollar. In subsequent years after the 2004-05 base year, the property tax in-lieu of VLF amount grows in proportion to the growth rate of gross assessed valuation in the city or county, rather than in proportion to population.

Table A-3 shows the County's net assessed value for the 2009-10 tax roll. The property tax in-lieu of VLF allocated to the County at Project buildout can be calculated by increasing the County's 2009-10 allocated VLF amount in proportion to the increase in the assessed value from the Project. Property tax in-lieu of VLF estimates are presented in Tables B-2 and C-2.

FISCAL EXPENSES

Development within the Project will increase operation and maintenance costs for the County as it works to meet the demands of the increased population. Tables B-2 and C-2 delineate the impact the Project would have on the County's General Fund expenses after buildout. Because the two scenarios evaluated in this report differ only in their assessed value assumptions, the fiscal expenses, individually and collectively, are equivalent. Fiscal expenses are, therefore, estimated to be \$2.2 million annually in both scenarios. The largest expense categories are Police Protection and Fire Protection, accounting for approximately 25.1% and 15.8%, respectively, of the total General Fund expenditures related to the Project.

Fiscal Expenses Estimated by the Multiplier Method

Excluding Neighborhood Parks and Detention Basin costs, all expenses are calculated using the Multiplier Method. The multipliers presented in Tables A-5.1, A-5.2, and A-6 are applied to either the number of residents or persons served within the Project – depending on the applicable service population – to arrive at the annual impacts presented in Tables B-2 and C-2.

As discussed more fully in the Major Assumptions section, some costs relied, not on the County's budgets, but on the budgets of comparable cities. The table that follows shows which expense standards are based on the County's four-year averages and which are based on the comparable cities four-year averages.

Use of County Budgets versus Comparable Cities Budgets

COUNTY OF SAN BENITO	
<i>County Budgets</i>	<i>Comparable Cities Budgets</i>
General Government	Fire Protection
Finance	Street Lighting
Judicial	Street Maintenance
Police Protection	Park Maintenance
Detention & Correction	Landscape Maintenance
Protective Inspection.	
Other Countywide Public Protection	
Other Unincorporated Area Public Protection	
Health & Sanitation	
Public Assistance	
Education	
Recreation	

Fiscal Expenses Estimated by the Case Study Method

With the recent release of the P&R Master Plan, marginal cost is a more fitting approach to estimating the Neighborhood Parks and Detention Basin costs associated with the Project. The 2.0 acres of neighborhood parks and 5.0 acre detention basin are assumed to cost \$6,000 per acre and \$1,500 per acre, respectively, to operate and maintain on an annual basis. The resulting \$19,500 figure can be seen in Tables B-2 and C-2.

Chapter 4

CONCLUSIONS

After buildout, the completed Project is expected to generate, depending on the scenario, approximately \$1.9 million to \$2.5 million in annual revenues. Coupled with the \$2.2 million in annual expenses, the expectation is that the Project's fiscal impact on the County's General Fund will be somewhere between a \$300,000 surplus and a \$220,000 deficit each year. On a per unit basis, the net fiscal impact is anticipated to range from a positive \$273 to a negative \$200, making the Project slightly better than revenue neutral on average.

It is possible that the Project after buildout may not generate sufficient revenues for the County to provide the appropriate level of services to new development in the Project, without some sort of fiscal mitigation measure. To address the possibility of a negative fiscal impact, implementation of a Community Facilities District (CFD) is recommended for study. Its ability to finance a wide range of public services and the flexibility inherent in its special tax rules, make a Mello-Roos special tax one of the most effective as well as administratively practical funding alternatives available today.

While a CFD is the recommended funding alternative, should circumstances warrant the need for a fiscal mitigation measure, other alternatives are presented in the following chapter to assist decision-makers during the implementation process. These other alternatives can be used individually, or in some combination, as agreed to by the County and the developer.

POTENTIAL FUNDING SOURCES TO MITIGATE FISCAL DEFICITS

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There are five principal mechanisms to fund the ongoing maintenance and service costs of new development that exceed the General Fund revenues collected from new development to pay for those costs. These include Landscaping and Lighting Districts, Mello-Roos Community Facilities Districts, Maintenance Annuity Funds, Fiscal Shortfall Fees, and Master Developer Advances. A detailed description of each potential mechanism is provided below.

Landscaping and Lighting Districts

The Landscaping and Lighting Act of 1972 authorizes cities and counties to impose assessments on benefited properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, and recreational improvements, as well as the maintenance and servicing of any of these improvements. Landscaping and Lighting Districts (LLDs) cannot be used to maintain streets or storm water facilities and cannot provide for general County services or public safety services, primarily because the special benefit tests of Proposition 218 cannot be met.

The formation of an LLD is initiated through either a petition submitted by 60% of the landowners in a proposed LLD or through adoption of a resolution of determination and preliminary approval of a report by the legislative body of a public agency (Council). The Council then adopts a resolution of intention, which designates the boundaries of the LLD, describes the proposed improvements and/or services, declares the agency's intention to levy assessments, and orders preparation of an Engineer's Report.

An assessment engineer prepares the Engineer's Report, which describes the improvements and/or services proposed to be funded by the LLD, provides a cost estimate for the facilities and/or services, includes an assessment diagram that shows the lines and dimensions of each parcel in the LLD, defines the benefit received by each parcel in the LLD, and determines the corresponding maximum lien and annual assessment that is assigned to each parcel. Because of the required special benefit finding, the boundaries of an LLD are almost always contiguous. Property cannot be left out of the boundaries and assessments cannot be adjusted based on a property's ability to pay, willingness to participate, or market feasibility.

Pursuant to Proposition 218, which was passed by the California voters in November 1996, each landowner is sent a notice of public hearing and a ballot that identifies the assessment assigned to their parcel. The owner is directed to return the ballot indicating its support or opposition to the assessment. At the public hearing, the public agency must determine whether a majority protest exists. In doing so, each ballot is weighted based on the amount of assessment assigned to the parcel. If ballots opposing the assessment outweigh the ballots submitted in favor of the assessment, the agency must abandon the assessment proceedings.

If there is not a majority protest, an LLD is created and annual assessments are authorized to be levied against all parcels within the LLD that have an assigned assessment lien. After an LLD is formed, the public agency is responsible for the annual levy of assessments, compliance with

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state and federal continuing disclosure requirements (if bonds are issued), monitoring delinquencies in the LLD, and pursuing foreclosure on delinquent parcels. There is no commitment from the public agency to pay assessments in the event of a delinquency or default, and there is no risk to the agency's general fund if assessments are not paid.

Mello-Roos Community Facilities Districts

The Mello-Roos Community Facilities Act (Act) [Section 53311 et seq., of the Government Code] was enacted by the California State Legislature in 1982 to provide an alternate means of financing public infrastructure and services subsequent to the passage of Proposition 13 in 1978. The Act complies with Proposition 13, which permits cities, counties, and special districts to create defined areas within their jurisdiction and, by a two-thirds vote within the defined area, impose special taxes to pay for the public improvements and services needed to serve that area. The Act defines the area subject to a special tax as a Community Facilities District.

Services are funded through the levy of an annual special tax, which can be included as part of a CFD that also levies a separate special tax to secure bonds to fund public facilities. Because the special tax is not subject to a benefit or nexus requirement, Mello-Roos can fund a variety of public services, including but not limited to police and fire protection, street maintenance, recreation and library services, park and open space maintenance, maintenance of flood and storm drainage facilities, and seismic retrofitting.

A CFD can be formed by almost any public agency, including many special districts. Formation of a CFD can be initiated by either a motion of the Council/Board, a written request signed by two members of the Council/Board, or a petition signed by 10% of either the registered voters or landowners within the CFD. Within 90 days of initiating proceedings to form a CFD, the Council/Board adopts a resolution of intention to form the CFD. The resolution of intention sets forth the proposed boundaries of the CFD, the formula for allocating the special tax among properties in the CFD, services authorized to be funded by the CFD, and a date for a public hearing to consider formation of the CFD. At the public hearing, written protests may be submitted by voters or landowners within the CFD and, if a majority written protest exists (which is extremely rare), the CFD proceedings must be abandoned.

After the public hearing is closed, an election is conducted to authorize the levy of special taxes within the CFD. If there are less than 12 registered voters within the CFD, a landowner vote is conducted, with each landowner allowed one vote per acre or portion of acre owned within the CFD. If there are 12 or more registered voters within the CFD, a vote of the registered voters is required, with each voter allowed one vote in the election. When the vote is counted, at least two-thirds of the votes submitted must be in favor of forming the CFD and levying the special tax.

After a CFD is formed, the public agency is responsible for the annual levy of special taxes, state and federal continuing disclosure requirements (if bonds are issued), monitoring delinquencies in the CFD, and pursuing foreclosure on delinquent parcels. There is no commitment from the public agency to pay special taxes in the event of delinquency or default, and there is no risk to the agency's general fund if special taxes are not paid.

Unlike the LLD act, the Mello-Roos Act is extremely flexible as to the boundaries of the CFD; parcels included in the CFD do not need to be contiguous, and parcels can be left out of the CFD to reduce the number of registered voters or to avoid taxing particular land uses. In addition, property can be annexed into the CFD after formation, and such annexed property will be subject to either the same, or a different set of, special taxes levied on property that had been included in the CFD when it was formed. Probably the most important aspect of a CFD relative to an LLD is that no finding is required that property in the CFD receives a special benefit from services being funded by the CFD.

Maintenance Annuity Funds

The Maintenance Annuity Fund (MAF) mechanism uses the results from a fiscal impact analysis to determine an amount to be deposited into an annuity fund. Negative fiscal impacts are mitigated by requiring the developer to pay a one-time fee, which would be collected prior to and as a condition of building permit issuance. This amount is calculated by translating the annual net fiscal deficit into a one-time MAF fee based on current or historical assumptions regarding interest rates and the length of time that fiscal impacts will need to be mitigated.

There is no general law covering the concept of Maintenance Annuity Funds and no specific statutory provisions for adopting MAF requirements. The most common way to implement an MAF fee is to have it incorporated into a development agreement executed under Government Code Section 65864, et seq. Use of a development agreement will ensure that the MAF fee is not interpreted as a general or special tax, and that it will be excluded from the definition of development fees under Section 66000, et seq. (AB 1600), of the Government Code.

Fiscal Shortfall Fee

Similar to the MAF technique, the fiscal shortfall fee mechanism also uses the results from a fiscal impact analysis. However, the results of the fiscal impact analysis, for interim years prior to project buildout rather than after project buildout, are used to determine a one-time fee that will be levied on each residential unit at building permit issuance to directly fund public services in the year collected or to reimburse the Project's developers who have advanced funds for public services.

Also similar to an MAF, there is no general law covering the concept of fiscal shortfall fees and no specific statutory provisions for adopting fiscal shortfall fee requirements. The most common way to implement a fiscal shortfall fee is to have it incorporated into a development agreement executed under Government Code Section 65864, et seq. Use of a development agreement will ensure that the fee is not interpreted as a general or special tax, and that it will be excluded from the definition of development fees under Section 66000, et seq. (AB 1600), of the Government Code.

Master Developer Advances

Combining special tax and fiscal shortfall fee revenue may still leave a fiscal gap during the initial years of development. Direct funding contributions to the County from the Project's

master developer during those initial years that the Project is underway may be required. Master developer advances would be included as a provision in the development agreement for the Project.

APPENDIX**FISCAL IMPACT ANALYSIS TABLES**

Table A-1
Santana Ranch Specific Plan
Fiscal Impact Analysis
General Assumptions

Year of Study		2010
Constant Dollar Analysis (2010\$)		
County of San Benito Statistics		
	Unincorporated Area	County Total
2010 Estimated Residential Population	18,856	57,881
2010 Estimated Employee Population	5,991	18,771
2010 Persons Served (Residents + 50% of Employees)	21,852	67,267

Source: California Department of Finance; Claritas, Inc.; Goodwin Consulting Group, Inc.

08/10/2010

Table A-2
Sanтана Ranch Specific Plan
Fiscal Impact Analysis
Property Tax Allocation Assumptions

Property Tax Fund	Property Tax Allocation Pre ERAF				Post ERAF Allocation /1
	TRA	TRA	TRA		
	67-029	67-030	67-034		
General Fund	0.223133	0.223133	0.223133		0.119630
State Fire Contract	0.025634	0.025634	0.025634		0.025634
SB Co. WC & FC Zone Admin	0.001829	0.001829	0.001829		
SB Co WC & FC Zone #5	0.018214	0.018214	0.018214		
SB Co WC & FC D.W. Admin	0.003426	0.003426	0.003426		
San Benito Hospital District	0.023361	0.023361	0.023361		
Education Tax Area #1	0.022854	0.022854	0.022854		
Education Tax Area #2	0.001283	0.001283	0.001283		
Education Tax Area #3	0.005141	0.005141	0.005141		
Hollister Elementary	0.316846	0.316846	0.316846		
San Benito High School	0.261315	0.261315	0.261315		
Gavilan Jr. College	0.090391	0.090391	0.090391		
SB Co Equalization Aid	0.006336	0.006336	0.006336		
Santa Cruz Co. Equalization Aid	0.000237	0.000237	0.000237		
Total	1.000000	1.000000	1.000000		
Property Tax Redistributed to the County of San Benito					0.145264

The reallocation of property taxes away from counties, cities, and other agencies to the Education Revenue Augmentation Fund (ERAF) is based on certain formulas; the allocation in this column reflects the net allocation to the General Fund after the ERAF allocation has been removed.

Source: San Benito County Auditor's Office, Goodwin Consulting Group, Inc.

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Table A-3
Sanlana Ranch Specific Plan
fiscal Impact Analysis
Revenue Assumptions (Case Study Method)

<u>Secured Property Tax</u>	
County of San Benito Share (post-ERAF)	14.53%
<u>Unsecured Property Tax</u>	
Unsecured Property Tax as a Percentage of Non-Residential Secured Property Tax	10.00%
Unsecured Property Tax as a Percentage of Residential Secured Property Tax	1.00%
<u>Real Property Transfer Tax</u>	
Rate = \$1.10 per \$1,000	0.0011
Percentage Allocated to County	100.00%
<u>Sales and Use Tax</u>	
Basic Sales Tax Rate	1.00%
Countywide and State Pooled Tax Revenue as a Percentage of Basic Sales Tax Revenue	13.78%
Safety (Prop. 172) Sales Tax Revenue as a Percentage of Basic Sales Tax Revenue	50.00%
County's Allocation of Safety (Prop. 172) Sales Tax Revenue	94.75%
Taxable Sales Per Improved Square Foot (4-Year Average)	
Commercial	\$270
<u>Vehicle License Fees, MLP and Property Tax In-Lieu of VLF</u>	
Property Tax In-Lieu of VLF	\$6,086,987.755
County of San Benito Net Assessed Value 2008-10 Tax Roll	\$4,923,089
County of San Benito Property Tax In-Lieu of VLF for 2009-10	\$716,700,000
Gross Assessed Value of Sanlana Ranch Specific Plan	

Notes: State Board of Equalization; Urban Land Institute Dollars and Cents of Shopping Centers; San Benito County Assessor's Office;
San Benito County Recorder's Office; State Controller's Office; State Association of Counties; Goodwin Consulting Group, Inc.

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Table A-4
Santana Ranch Specific Plan
Fiscal Impact Analysis
Other Net General Fund Revenue Assumptions (Multiplier Method)

Revenues	Average Revenue /1	Average Revenue per Unincorporated Area			Resident	Average Revenue per County	
		Resident	Employee	Person Served		Employee	Person
Other Taxes							
Transient Occupancy Taxes	\$87,101	-	-	\$3.99	-	-	-
Licenses and Permits							
Franchise Fees - Utilities & Cable TV	\$271,714	-	-	\$12.43	-	-	-
Franchise Fees - Refuse Service	\$125,608	-	-	\$5.75	-	-	-
Total Licenses and Permits	\$397,322	-	-	\$18.18	-	-	-
Fines, Forfeitures, and Penalties							
Traffic School	\$157,219	-	-	-	-	-	-
Court Fines	\$56,243	-	-	-	-	-	-
PC 1461	\$142,023	-	-	-	-	-	-
Base Fine County Portion	\$262,149	-	-	-	-	-	-
Penalties on Delinquent Taxes	\$283,539	-	-	-	-	-	-
Misc. Fines and Forfeitures	\$98,373	-	-	-	-	-	-
Total Fines, Forfeitures, and Penalties	\$1,009,546	-	-	-	-	-	-
Gas Tax							
Highway Users Tax 2104	\$585,986	-	-	-	-	\$10.12	-
Highway Users Tax 2105	\$459,418	-	-	-	-	\$7.94	-
Highway Users Tax Administration	\$20,420	-	-	-	-	\$0.35	-
Highway Users Tax 2108	\$127,901	\$6.78	-	-	-	-	-
Total Gas Tax	\$1,193,874	\$6.78	-	-	-	\$18.41	-
Other Revenue							
Other General	\$27,940	-	-	-	-	-	-
Charges for Services - Misc.	\$26,265	-	-	-	-	-	-
Charges for Services - Cost Plan	\$1,832,556	-	-	-	-	-	-
Total Other Revenue	\$1,886,760	-	-	-	-	-	-

Based on an average of the historical revenue figures from the County's budgets for FY 2006-07, 2007-08, 2008-09, and 2009-10, as detailed in Table D-1.

Sources: San Benito County Budgets for FY 2006-07, 2007-08, 2008-09, and 2009-10; Goodwin Consulting Group, Inc.

Table A-5.1
 Arizona Ranch Specific Plan
 Fiscal Impact Analysis
 County Expenditure Assumptions by Function (Multiplier Method)

Function	Average Expenditures /1	Average Expenditure per Unit/Employee/ Area			Average Expenditure per County Employee		
		Resident	Employee	Person Served	Resident	Employee	Person Served
General Government							
Board of Supervisors	\$371,675	-	-	-	-	-	\$5.53
Clerk of the Board	\$177,903	-	-	-	-	-	\$2.64
County Administrative Officer	\$461,488	-	-	-	-	-	\$6.86
County Counsel	\$736,147	-	-	-	-	-	\$10.94
Personnel	\$514,918	-	-	-	-	-	\$7.65
Elections	\$580,065	-	-	-	-	-	\$8.82
Building & Grounds Maintenance	\$686,001	-	-	-	-	-	\$10.36
Palmer River Watershed	\$4,000	-	-	-	-	-	\$0.06
Risk Management/Insurance	\$1,225,085	-	-	-	-	-	\$18.21
Information Technology	\$812,907	-	-	-	-	-	\$7.62
GIS	\$22,074	-	-	-	-	-	\$0.33
GIS	\$5,304,272	-	-	-	-	-	\$76.85
Gross General Government	\$5,304,272	-	-	-	-	-	
Gross General Government							
Services Impacted by New Growth /2	75%						
Net General Government	\$3,978,204	-	-	-	-	-	\$58.14
Business							
Auditor	\$946,750	-	-	-	-	-	\$13.63
Treasurer	\$7,207	-	-	-	-	-	\$0.11
Assessor	\$852,883	-	-	-	-	-	\$12.68
Tax Collector	\$187,538	-	-	-	-	-	\$2.79
Other Misc. General Contributions	\$43,010	-	-	-	-	-	\$0.64
GA&B 4345	\$870,348	-	-	-	-	-	\$9.97
Total Finance	\$2,677,737	-	-	-	-	-	\$38.81
Judicial							
Grand Jury	\$18,278	-	-	-	-	-	\$0.27
Clerical Attorney	\$1,187,986	-	-	-	-	-	\$17.61
Public Defender	\$818,898	-	-	-	-	-	\$12.17
Marshall	\$96,194	-	-	-	-	-	\$1.43
General Fund Contribution to Victim Witness	\$26,100	-	-	-	-	-	\$0.39
General Fund Contribution to Trial Courts	\$275,511	-	-	-	-	-	\$4.10
Total Judicial	\$2,432,876	-	-	-	-	-	\$38.17
Police Department							
Sheriff - Operations	\$3,711,635	-	-	\$168.85	-	-	-
Corrections & Corrections							
Prison	\$9,875,948	-	-	-	-	-	\$54.65
Probation	\$687,255	-	-	-	-	-	\$13.34
Juvenile Hall	\$1,448,268	-	-	-	-	-	\$21.50
General Fund Contribution to Gang Program	\$10,000	-	-	-	-	-	\$0.15
Total Corrections & Corrections	\$5,029,513	-	-	-	-	-	\$69.64

Based on an average of the historical expenditure figures from the County's budgets for FY 2005-07, 2007-08, 2008-09, and 2009-10, as detailed in Table D-2.
 is estimated that 25% of the activities under the General Government expenditure category will not grow significantly, if at all, due to new development.

Table A-5.2
Antana Ranch Specific Plan
Fiscal Impact Analysis
of County Expenditure Assumptions by Function (Multiplier Method) Cont.

Function	Net Expenditure / Expenditure / \$	Average Expense per Unit/Incorporated Area			Average Expense per County	
		Resident	Employee	Person Served	Resident	Person Served
Education						
Agricultural Commissioner	\$176,880	-	-	-	-	\$2.63
Other Social Services						
Communications	\$539,003	-	-	-	-	\$8.01
Air Pollution Control Board	\$4,335	-	-	-	-	\$0.06
County Clerk	\$83,984	-	-	-	-	\$1.40
Recorder	\$118,300	-	-	-	-	\$1.78
Coroner	\$49,630	-	-	-	-	\$0.74
Public Administrator	\$7,010	-	-	-	-	\$0.10
Office of Emergency Services	\$98,706	-	-	-	-	\$0.80
General Fund Contribution to LAFCO	\$32,411	-	-	-	-	\$0.48
General Fund Update	\$40,000	-	-	-	-	\$0.59
Total Other Countywide Public Protection	\$898,459	-	-	-	-	\$13.95
Other Unincorporated Area Public Protection						
Public Works Administration & Engineering	\$362,426	-	-	\$18.59	-	-
Planning Department	\$915,030	-	-	\$41.87	-	-
Abandoned Vehicle Abatement	\$10,860	-	-	\$0.50	-	-
Housing & Economic Development	\$58,962	-	-	\$2.46	-	-
Animal Control Contract	\$571,429	-	-	\$11.78	-	-
Total Other Unincorporated Area Public Protection	\$1,598,663	-	-	\$73.21	-	-
Health & Sanitation						
CMSIP Participation Fee	\$4,628	-	-	-	\$0.08	-
General Fund Contribution to Mental Health Fund	\$45,772	-	-	-	\$0.79	-
Total Health & Sanitation	\$50,400	-	-	-	\$0.87	-
Public Assistance						
Aid to Indigents	\$6,368	-	-	-	\$0.11	-
Community Programs	\$103,817	-	-	-	\$1.79	-
Veterans Services	\$48,181	-	-	-	\$0.83	-
Gen Fund Contribution to HSA	\$258,180	-	-	-	\$4.48	-
Gen Fund Contribution to IHSS	\$387,889	-	-	-	\$6.34	-
Total Public Assistance	\$784,701	-	-	-	\$13.56	-
Education						
County Library	\$800,483	-	-	-	\$10.37	-
Agricultural Extension/Farm Advisor	\$77,795	-	-	-	\$1.34	-
Total Education	\$878,278	-	-	-	\$11.72	-
Recreation						
Veterans Memorial Park	\$73,178	-	-	-	\$1.30	-
Technical & San Juan Reservoir Parks	\$113,443	-	-	-	\$1.96	-
Total Recreation	\$186,721	-	-	-	\$3.26	-

Based on an average of the historical expenditure figures from the County's budgets for FY 2006-07, 2007-08, 2008-09, and 2009-10, as detailed in Table D-3.
Source: San Benito County Budgets for FY 2006-07, 2007-08, 2008-09, and 2009-10, Conduct Consulting Group, Inc.

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Table A-6
Antana Ranch Specific Plan
fiscal Impact Analysis
Expenditure Assumptions Based on Average Municipal Costs /1

Comparison Cities /2			Fire Protection	Street Lighting & Maintenance /3	Park & Landscape Maintenance
	Residents	Employees	Persons Served	Cost per Person Served	Cost per Resident
Hollister	37,130	12,275	49,810	\$89.33	\$10.97
Gilroy	51,597	25,360	61,736	\$114.75	\$31.97
Watsonville	51,990	20,277	64,480	\$86.84	not avail.
Woodland	55,910	24,979	65,135	\$135.00	not avail.
Rocklin	55,324	18,449	55,324	\$109.56	\$22.92
Average Gross Historical Cost /4				\$107.10	\$21.95
					\$30.96

Assumes sewer and storm drainage maintenance costs are supported by enterprise funds.
 Comparison cities were selected based on demographic and geographic similarities with San Benito County. In addition, the identified services are provided at an urban level of service in each of the comparison cities.
 Includes street maintenance costs.
 Average costs are based on historical costs for FY 2006-07 through FY 2009-10 (4-year average) for all cities except Woodland.
 Woodland average costs are based on historical costs for FY 2007-08 through FY 2009-10 (3-year average).

Source: FY 2009-10 Budgets for the Cities of Hollister, Gilroy, Watsonville, Woodland, and Rocklin;
 California Department of Finance; ABAG; SACOG; Claritas, Inc.; Goodwin Consulting Group, Inc.

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Table A-7
Santana Ranch Specific Plan
Fiscal Impact Analysis
Neighborhood Parks and Detention Basin Costs

Neighborhood Park	
Acres	2.0
Cost per Acre per Year	\$6,000
Total Cost	\$12,000
Detention Basin	
Acres	5.0
Cost per Acre per Year	\$1,500
Total Cost	\$7,500

Source: Santana Ranch Specific Plan; San Benito County Parks and Recreation Master Plan; Goodwin Consulting Group, Inc.

Table B-1
Antana Ranch Specific Plan
Fiscal Impact Analysis
and Use, Demographic, and Related Assumptions
Scenario 1: High-End Assessed Value Scenario

Residential Land Uses	Estimated Sq. Ft.	Adjusted Gross Acres	Density (Units/Acre)	Dwelling Units	Population per Household	Population	Assessed Value per Unit
Single Family Residential (R1)	2,400	197.5	3.9	774	3.00	2,322	\$700,000
Residential Multiple (RM) /1	1,500	46.4	6.9	318	2.31	735	\$450,000
Total		243.9		1,092		3,057	

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Non-Residential Land Uses	Adjusted Gross Acres	Floor-to-Area Ratio (FAR)	Estimated Sq. Ft.	Sq. Ft. per Employee	Jobs	Assessed Value per Sq. Ft.
Commercial	12.0	0.20	106,000	400	265	\$300
Total	12.0		106,000		265	
Total Persons Served (Residents + 60% of Employees)						
						3,189

Assessed value assumptions do not reflect pricing of affordable units

Source: Santa Ana Ranch Specific Plan; Structured Properties; Terrametrics Retail Shopping Centers Report, CoStar, Multiple Listing Service, American Community Survey, San Berno County Subdivision Ordinance; Goodrich Consulting Group, Inc.

Table B-2
Santana Ranch Specific Plan
Fiscal Impact Analysis
Summary of Net Fiscal Impacts
Scenario 1: High-End Assessed Value Scenario

<u>Revenues/Expenses</u>	<u>Annual Impacts after Buildout</u>	<u>Percent of Total</u>
GENERAL FUND		
<u>Revenues</u>		
Property Tax: Secured	\$1,041,104	42.3%
Property Tax: Unsecured	\$14,568	0.6%
Real Property Transfer Tax	\$77,088	3.1%
Sales and Use Tax	\$325,638	13.2%
Public Safety Sales Tax	\$135,593	5.5%
Property Tax in-Lieu of Vehicle License Fees	\$579,468	23.6%
Other Taxes	\$12,712	0.5%
Licenses and Permits	\$57,985	2.4%
Fines, Forfeitures, and Penalties	\$47,862	1.9%
Gas Tax	\$77,014	3.1%
Other Revenue	\$89,450	3.6%
Subtotal	\$2,458,482	100.0%
<u>Expenses</u>		
General Government	(\$188,604)	8.7%
Finance	(\$128,950)	5.9%
Judicial	(\$115,346)	5.3%
Police Protection	(\$541,676)	25.1%
Detention & Correction	(\$285,855)	13.2%
Protective Inspection	(\$8,390)	0.4%
Other Countywide Public Protection	(\$44,487)	2.1%
Other Unincorporated Area Public Protection	(\$233,459)	10.8%
Health & Sanitation	(\$2,661)	0.1%
Public Assistance	(\$41,438)	1.9%
Education	(\$35,818)	1.7%
Recreation	(\$9,966)	0.5%
Fire Protection	(\$341,553)	15.8%
Street Lighting & Maintenance	(\$70,015)	3.2%
Park & Landscape Maintenance	(\$94,623)	4.4%
Neighborhood Parks and Detention Basin	(\$19,500)	0.9%
Subtotal	(\$2,160,340)	100.0%
Net Fiscal Impact	\$298,142	
Net Fiscal Impact per Dwelling Unit	\$273	

Source: Goodwin Consulting Group, Inc.

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Table C-1
Antelope Ranch Specific Plan
Fiscal Impact Analysis
Land Use, Demographic, and Related Assumptions
Scenario 2: Low-End Assessed Value Scenario

Residential Land Uses	Estimated	Adjusted	Density	Dwelling	Population	Population	Assessed	
	Sq. Ft.	Gross Acres	(Units/Acre)	Units	per Household	Population	Value per Unit	SO
Single Family Residential (R1)	2,400	197.5	3.9	774	3.00	2,322	\$490,000	7
Residential Multiple (RM) /1	1,500	46.4	6.9	318	2.31	735	\$315,000	15
Total		243.9		1,092		3,057		

Non-Residential Land Uses	Adjusted	Floor-to-Area	Estimated	Sq. Ft.	Sq. Ft.	Jobs	Assessed	
	Gross Acres	Ratio (FAR)	Sq. Ft.	per Employee		Jobs	Value per Sq. Ft.	T
Commercial	12.0	0.20	106,000	400		265	\$200	
Total	12.0		106,000			265		
Total Persons Served (Residents + 60% of Employees)						3,189		

Assessed value assumptions do not reflect pricing of affordable units

Source: *Santa Ana Ranch Specific Plan; Stormwater Properties; Tempe Services Retail Shopping Centers Impact, Costar, Multiple Listing Service; American Community Survey; San Bernato County Subdivision Ordinance; Goodwin Consulting Group, Inc.*

Table C-2
Santana Ranch Specific Plan
Fiscal Impact Analysis
Summary of Net Fiscal Impacts
Scenario 2: Low-End Assessed Value Scenario

<u>Revenues/Expenses</u>	<u>Annual Impacts after Buildout</u>	<u>Percent of Total</u>
GENERAL FUND		
<u>Revenues</u>		
Property Tax: Secured	\$727,233	37.4%
Property Tax: Unsecured	\$10,044	0.5%
Real Property Transfer Tax	\$53,903	2.8%
Sales and Use Tax	\$325,638	16.8%
Public Safety Sales Tax	\$135,593	7.0%
Property Tax In-Lieu of Vehicle License Fees	\$404,770	20.8%
Other Taxes	\$12,712	0.7%
Licenses and Permits	\$57,985	3.0%
Fines, Forfeitures, and Penalties	\$47,862	2.5%
Gas Tax	\$77,014	4.0%
Other Revenue	\$89,450	4.6%
Subtotal	\$1,942,204	100.0%
<u>Expenses</u>		
General Government	(\$188,604)	8.7%
Finance	(\$126,950)	5.8%
Judicial	(\$115,346)	5.3%
Police Protection	(\$541,876)	25.1%
Detention & Correction	(\$285,855)	13.2%
Protective Inspection	(\$8,390)	0.4%
Other Countywide Public Protection	(\$44,487)	2.1%
Other Unincorporated Area Public Protection	(\$233,459)	10.8%
Health & Sanitation	(\$2,661)	0.1%
Public Assistance	(\$41,438)	1.9%
Education	(\$35,818)	1.7%
Recreation	(\$9,966)	0.5%
Fire Protection	(\$341,553)	15.8%
Street Lighting & Maintenance	(\$70,015)	3.2%
Park & Landscape Maintenance	(\$94,623)	4.4%
Neighborhood Parks and Detention Basin	(\$19,500)	0.9%
Subtotal	(\$2,160,340)	100.0%
Net Fiscal Impact	(\$218,136)	
Net Fiscal Impact per Dwelling Unit	(\$200)	

Source: Goodwin Consulting Group, Inc.

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Table D-1
Santana Ranch Specific Plan
Fiscal Impact Analysis
Historical Net General Fund Revenue Assumptions

	Fiscal Year Revenue Assumptions				
	Actual 2008-2007	Actual 2007-2008	Actual 2008-2009	Approved 2009-2010	Average
Other Taxes					
Transient Occupancy Taxes	\$79,573	\$85,697	\$93,135	\$90,000	\$87,101
Licenses & Permits					
Franchise Fees - Utilities & Cable TV	\$272,233	\$267,519	\$275,105	\$272,000	\$271,714
Franchise Fees - Refuse Service	\$131,298	\$128,171	\$114,963	\$128,000	\$125,608
Fines, Forfeitures, & Penalties					
Traffic School	\$138,756	\$101,468	\$178,653	\$210,000	\$157,219
Court Fines	\$68,603	\$46,631	\$57,738	\$52,000	\$56,243
PC 1461	\$155,024	\$165,529	\$110,540	\$137,000	\$142,023
Base Fine County Portion	\$269,404	\$257,086	\$245,104	\$277,000	\$262,149
Penalties on Delinquent Taxes	\$262,500	\$272,130	\$39,525	\$600,000	\$293,639
Misc. Fines and Forfeitures	\$1,379	\$20,401	\$224,411	\$147,300	\$98,373
Gas Tax					
Highway Users Tax 2104	\$618,040	\$606,385	\$559,317	\$560,000	\$585,938
Highway Users Tax 2105	\$481,907	\$478,264	\$439,499	\$440,000	\$459,418
Highway Users Tax Administration	\$20,004	\$20,004	\$21,671	\$20,000	\$20,420
Highway Users Tax 2108	\$136,883	\$131,569	\$123,151	\$120,000	\$127,901
Other Revenue					
Other General	\$23,934	\$61,079	\$28,746	\$0	\$27,940
Charges for Services - Misc.	\$54,700	\$1,901	\$28,458	\$20,000	\$26,265
Charges for Services - Cost Plan	\$2,033,206	\$1,821,194	\$1,648,822	\$1,829,000	\$1,832,558

Source: San Benito County Budgets for FY 2006-07, 2007-08, 2008-09, and 2009-10; Goodwin Consulting Group, Inc.

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Table D-2
Santana Ranch Specific Plan
Fiscal Impact Analysis
Historical Net General Fund Expense Assumptions

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	Fiscal Year Expense Assumptions				Average
	Actual 2006-2007	Actual 2007-2008	Actual 2008-2009	Approved 2009-2010	
General Government					
Board of Supervisors	\$424,948	\$345,735	\$370,716	\$345,300	\$371,676
Clerk of the Board	\$188,278	\$171,481	\$174,751	\$167,103	\$177,903
County Administrative Officer	\$439,631	\$512,740	\$401,103	\$492,516	\$461,498
County Counsel	\$689,850	\$696,364	\$674,857	\$803,425	\$738,147
Personnel	\$436,308	\$509,289	\$565,679	\$518,388	\$514,919
Elections	\$334,819	\$707,124	\$555,754	\$722,563	\$689,065
Building & Grounds Maintenance	\$836,926	\$644,003	\$711,588	\$799,485	\$698,001
Pajaro River Watershed	\$0	\$8,000	\$0	\$8,000	\$4,000
Risk Management/Insurance	\$717,446	\$1,331,760	\$1,365,367	\$1,485,745	\$1,225,085
Information Technology	\$455,176	\$448,890	\$531,387	\$618,175	\$512,907
GIS	\$0	\$5,866	\$54,335	\$28,095	\$22,074
Finance					
Auditor	\$760,885	\$946,968	\$980,102	\$999,045	\$918,760
Treasurer	\$0	\$0	\$0	\$28,829	\$7,207
Assessor	\$661,485	\$838,068	\$932,968	\$979,012	\$822,883
Tax Collector	\$125,480	\$198,084	\$170,180	\$258,416	\$187,988
Other Misc. General Contributions	\$13,991	\$47,000	\$49,047	\$62,000	\$43,010
GASB 43/45	\$0	\$730,000	\$730,000	\$1,221,386	\$670,349
Judicial					
Grand Jury	\$10,228	\$27,023	\$14,696	\$21,163	\$18,278
District Attorney	\$1,044,611	\$1,165,799	\$1,221,790	\$1,359,795	\$1,197,999
Public Defender	\$666,282	\$732,188	\$949,481	\$927,632	\$818,898
Marshal	\$84,214	\$98,906	\$98,228	\$102,427	\$96,194
General Fund Contribution to Victim Witness	\$0	\$40,750	\$63,648	\$0	\$28,100
General Fund Contribution to Trial Courts	\$278,776	\$278,164	\$273,552	\$273,552	\$275,611
Police Protection					
Sheriff - Operations	\$3,351,692	\$3,600,759	\$3,853,893	\$4,040,195	\$3,711,836
Detention & Correction					
Jail	\$3,764,301	\$3,545,413	\$3,759,080	\$3,634,992	\$3,675,949
Probation	\$1,089,244	\$804,806	\$829,678	\$1,085,451	\$897,295
Juvenile Hall	\$1,360,754	\$1,511,326	\$1,377,273	\$1,535,724	\$1,446,289
General Fund Contribution to Gang Program	\$0	\$0	\$0	\$40,000	\$10,000

Source: San Benito County Budgets for FY 2006-07, 2007-08, 2008-09, and 2009-10; Goodwin Consulting Group, Inc.

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Table D-3
Santana Ranch Specific Plan
Fiscal Impact Analysis
Historical Net General Fund Expense Assumptions Cont.

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	Fiscal Year Expense Assumptions				
	Actual 2006-2007	Actual 2007-2008	Actual 2008-2009	Approved 2009-2010	Average
Protective Inspection					
Agricultural Commissioner	\$139,880	\$205,655	\$172,837	\$189,487	\$176,960
Other Countywide Public Protection					
Communications	\$375,761	\$641,219	\$809,863	\$529,180	\$638,003
Air Pollution Control Board	\$4,328	\$4,337	\$4,338	\$4,338	\$4,335
County Clerk	\$83,885	\$121,999	\$136,071	\$55,100	\$93,984
Recorder	\$44,155	\$10,236	\$280,708	\$138,104	\$118,300
Coroner	\$48,690	\$44,913	\$55,157	\$48,760	\$49,630
Public Administrator	\$5,474	\$5,192	\$2,322	\$15,060	\$7,010
Office of Emergency Services	\$42,434	\$29,531	\$80,051	\$52,808	\$63,708
General Fund Contribution to IAFCO	\$0	\$62,625	\$467	\$68,553	\$32,411
General Plan Update /1	\$0	\$0	\$0	\$400,000	\$40,000
Other Unincorporated Area Public Protection					
Public Works Administration & Engineering	\$436,896	\$80,861	\$354,114	\$577,831	\$362,426
Planning Department	\$716,868	\$909,474	\$1,050,805	\$982,973	\$915,030
Abandoned Vehicle Abatement	\$0	\$0	\$0	\$43,708	\$10,980
Housing & Economic Development	\$0	\$62,828	\$62,819	\$90,000	\$53,862
Animal Control Contract	\$232,937	\$248,494	\$285,674	\$262,800	\$257,426
Health & Sanitation					
CMSP Participation Fee	\$18,510	\$0	\$0	\$0	\$4,628
General Fund Contribution to Mental Health Fund	\$45,772	\$45,772	\$45,772	\$45,772	\$45,772
Public Assistance					
Aid to Indigents	\$525	\$2,335	\$2,570	\$20,000	\$6,358
Community Programs	\$148,307	\$103,638	\$83,019	\$82,102	\$103,817
Veterans Services	\$53,883	\$30,298	\$47,488	\$61,054	\$48,181
Gen Fund Contribution to HSA	\$168,589	\$289,350	\$289,350	\$289,350	\$268,160
Gen Fund Contribution to IHSS	\$256,000	\$414,487	\$423,852	\$374,405	\$367,186
Education					
County Library	\$489,375	\$636,982	\$608,018	\$667,556	\$600,483
Agricultural Extension/Farm Advisor	\$88,231	\$73,781	\$70,523	\$78,644	\$77,786
Recreation					
Veterans Memorial Park	\$82,505	\$66,877	\$85,080	\$86,241	\$75,178
Historical & San Justo Reservoir Parks	\$48,380	\$93,048	\$226,249	\$88,487	\$113,543

/1 Annual cost is amortized over a 10-year period.

Source: San Benito County Budgets for FY 2006-07, 2007-08, 2008-09, and 2009-10; Goodwin Consulting Group, Inc.

08/10/2010



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: 8/20/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Harry Mavrogenes

AGENDA ITEM PREPARER: Michael Ziman

SBC DEPT FILE NUMBER: 790.3

SUBJECT:

RESOURCE MANAGEMENT AGENCY - H. MAVROGENES

Approve Stipulation for Entry of Administrative Order and Administrative Order Thereon for matter of 2050 Chittenden Road, Aromas, California 95004.

SBC FILE NUMBER: 790.3

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

A Notice of Violation and Proposed Administrative Penalty was issued by the San Benito County Code Enforcement Officer on May 7, 2019 to Mr. Arturo Mendoza for several violations of the San Benito County Code constituting a public nuisance relating to his Chittenden Road, Aromas, California property.

An Administrative Hearing pursuant to San Benito County Code §1.03.006 was held on June 21, 2019 to hear this matter. At the hearing, the County and Mr. Mendoza entered into a Stipulated Agreement regarding an order they desired the hearing officer to enter in the record.

Pursuant to San Benito County Code §1.06.110(D), Board of Supervisors is requested to approve the Stipulated Agreement.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

The RMA Director recommends that the Board of Supervisors approve the Stipulated Agreement for matter of 2050 Chittenden Road, Aromas, California 95004.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Stipulated Agreement	8/13/2019	Cover Memo

California Hearing Officers, LLP
P.O. Box 279560
Sacramento, CA 95827
Telephone: 916.306.0980

**COUNTY OF SAN BENITO
CODE ENFORCEMENT**

In the matter of:)	
2050 Chittenden Road)	Case Number ENF18-00014
Aromas, California 95004)	
)	STIPULATION FOR ENTRY OF
(APN: 011-030-003))	ADMINISTRATIVE ORDER
)	AND ADMINISTRATIVE ORDER
Property of:)	THEREON
Arturo Mendoza)	
(Property Owner))	
_____)	

I. INTRODUCTION

This matter was heard on June 21, 2019, in Hollister, California, before Kimberly Buchholz, Hearing Officer for California Hearing Officers, LLP.¹ The purpose of this hearing was to decide whether to uphold the Notice of Violation and Proposed Administrative Penalty (Notice of Violation) issued by the County of San Benito (County) on May 7, 2019, that states conditions at 2050 Chittenden Road, Aromas, California (Property), constitute a public nuisance, orders the nuisance conditions be abated, and warns that daily administrative penalties will accrue if the conditions are not abated by May 17, 2019 (Exhibit A).

II. APPEARANCES

David Prentice, outside counsel for San Benito County, Duane Dauphinee, San Benito County Code Enforcement Building Inspector, Gary Lepori, San Benito County Chief Building Inspector, and Anita Gutierrez, San Benito County Permit Technician, appeared on behalf of the County. Arturo Mendoza (Property Owner) appeared with his partner, Brenda Blake. The Hearing Officer received documentary evidence from the County. The County offered Exhibits A and B, which were admitted as evidence. After receiving documentary evidence and testimony, the record was closed and the matter submitted for decision.

¹ California Government Code section 27724, "[a]ny county hearing officer, or any deputy or assistant hearing officer, appointed pursuant to this chapter, shall be an attorney at law having been admitted to practice before the courts of this state for at least five years prior to his or her appointment."

III. FACTUAL BACKGROUND

At the hearing, the County and the Property Owner entered into a Stipulated Agreement regarding an order they desired the Hearing Officer to enter in the record.

IV. STIPULATED FACTS AND FINDINGS

The Property Owner is ordered to abide by the terms and conditions as stated in the stipulated agreement as follows:

WHEREAS, the San Benito County Enforcing Officer commenced a nuisance abatement action pursuant to San Benito County Code section 1.06 to remedy violations existing on the Property located at 2050 Chittenden Road, Aromas, California, APN: 011-030-003 (Property);

WHEREAS, Arturo Mendoza is the Property Owner (Property Owner); and

WHEREAS, the parties desire to resolve this matter without further administrative proceedings;

PROPERTY OWNER STIPULATED that there is a factual basis for the violations as set forth below, and that the Hearing Officer may enter this STIPULATION FOR ENTRY OF ADMINISTRATIVE ORDER AND ADMINISTRATIVE ORDER THEREON.

IT IS HEREBY FOUND THAT, the acts or conditions specified in the County of San Benito's Notice to Abate dated May 7, 2019, that is attached and incorporated by reference, exist as follows:

Violation Number	Code Violated	Violation Description
No. 1	SBCC § 19.17.008	Grading without a permit
No. 2	CA Fire Code § 506.1	Key box required
No. 3	SBCC § 25.09.001	Unpermitted use of Towing / Salvage / Recycling business in an R Zone
No. 4	CA Streets and Highways Code § 670.1	Unpermitted encroachment
No. 5	SBCC § 25.01.152	Unpermitted buildings

No. 6	SBCC § 17.01.020	Storage of inoperative and abandoned vehicles
No. 7	SBCC § 15.01.026	Accumulation of litter
No. 8	SBCC § 21.01.021	Continuation of use or activity after issuance of Stop Work Order

V. ORDER

Based on the stipulated facts and findings contained herein,

IT IS HEREBY ORDERED that the Property Owner shall abate the nuisance conditions found to exist on the Property, as found above in section IV. Stipulated Facts and Findings, within the timelines set forth below and according to the Corrective Action directions stated in the May 7, 2019, Notice of Violation. The time for compliance begins June 21, 2019, the date of the hearing, unless ordered otherwise.

1. Violation No. 1:

- a) Not later than October 21, 2019, the Property Owner shall obtain a grading permit from the County, complete a soil certificate and soil testing, and plant native plants.
- b) Not later than January 15, 2020, the Property Owner shall obtain and finalize a winter grading permit in coordination with the Property Owner's active case with the California Department of Fish and Wildlife.

2. Violation No. 2:

- a) Not later than July 21, 2019, the Property Owner shall obtain and install a lock/key box accessible by a fire code official.
- b) Not later than September 21, 2019, the Property Owner shall submit the lock/key box plans to a local fire code official.

3. Violation No. 3:

The Property Owner shall immediately cease operating a Towing/Salvage/Recycling business on the Property. The County shall inspect the Property on July 8, 2019, to verify that business operations have ceased and to advise the Property Owner about how to properly store the business-related materials on the Property.

4. Violation No. 4

Not later than September 21, 2019, the Property Owner obtain and finalize all required encroachment and gate permits, including permits for two new driveways, gates, and access. After obtaining and finalizing those permits, the Property Owner shall then contact Ignacia Saverda, or his designee, at Caltrans to submit a civil plan. The Property Owner shall then submit the civil plan to the County for verification not later than October 21, 2019.

5. Violation No. 5

Not later than September 21, 2019, the Property Owner shall obtain and finalize permits for existing unpermitted structures on the Property that are larger than 120 square feet, including the construction trailer and container used for storage. Furthermore, any structure on the Property, regardless of square footage, must meet all SBCC property line and setback requirements.

6. Violation No. 6

Not later than September 21, 2019, the Property Owner shall properly store, register, and or remove all abandoned, wrecked, dismantled, or inoperative travel trailers, RVs, and vehicles on the Property. The County shall inspect the Property on July 8, 2019, to advise the Property Owner on any vehicles that may need further abatement.

7. Violation No. 7

Not later than July 8, 2019, the Property Owner shall cease dumping and accumulating garbage on the Property. All litter, including, but not limited to, garbage, waste, refuse, junk, trash, debris, scrap metal, wood, rubbish, packing materials, and miscellaneous debris, on the Property and in the Caltrans right of way shall be placed in containers and or dumpsters for collection or removal from the Property. The County shall inspect the Property on July 8, 2019, to advise the Property Owner on how to properly store axels and other vehicle parts.


8. Violation No. 8

The Property Owner shall immediately cease all work in compliance with the Stop Work Notice issued by the County on November 8, 2017. The Property Owner shall not resume work unless permitted by the County. Not later than September 21, 2019, the Property Owner shall obtain and finalize permits for work he wishes to engage in on the Property.

9. The County may extend the ordered deadlines at its own discretion.

10. If the Property Owner complies with orders 1-8 above within the stated timeframes, fines will be waived.
11. If the Property Owner fails to comply with orders 1-8 above by the ordered timelines, the Property Owner shall pay to the County administrative penalties of \$100 per day, for each violation, beginning on May 7, 2019, the date of the Notice of Violation.
12. If the Property Owner does not comply with the terms of this Order, a hearing may be held on a future date to determine the existence of any continuing violations, establish the requirement of all corrective actions, and assess the appropriateness of any further administrative penalties, administrative fines, and/or administrative costs.

Dated: June 28, 2019



Kimberly Buchholz, Hearing Officer
California Hearing Officers, LLP



COUNTY OF SAN BENITO - CODE ENFORCEMENT

Notice of Violation and Proposed Administrative Penalty

Public Nuisance (San Benito County Code Chapter 1.06)

NOV

Reource Mgt Agency
2301 Technology Parkway
Hollister, CA 95023-2513

P: 831-637-5313

F: 831-637-5334

E: sbcplan@cosb.us

DATE OF NOTICE: 5/7/2019

Property Owner Name and Last Known Address:

Occupant:

Arturo Mendoza

Same

35 West St

Watsonville, CA 95076

Site Address:

Assessor's Parcel Number:

2050 Chittenden Rd Aromas, CA 95004

011-030-003

Enforcing Officer:

Inspection Date:

D. Dauphinee

1/31/2018

**TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
2050 Chittenden Rd**

YOU ARE HEREBY NOTIFIED that the condition(s) existing on the above-described premises was inspected by the San Benito County enforcing officer and determined to constitute a public nuisance under Chapter 1.06 of the San Benito County Code ("SBCC"). Such condition(s) violate(s) the following specific provision(s) of SBCC §1.06:

- ☒ A condition, act, or omission declared by any California statute or SBCC provision to be a public nuisance.
- ☐ A public nuisance known or recognized in common law or equity.
- ☐ A condition that constitutes a nuisance as defined in Section 3479 of the California Civil Code.
- ☐ Use or condition of property that is dangerous, unsafe or detrimental to public health, safety, or welfare.
- ☒ Use of the premises established, operated, or maintained contrary to any provisions of State law or SBCC.
- ☒ Premises is a situs for nuisance activity and/or violations of federal law, State law, or SBCC.
- ☒ The accumulation on the premises, including intermingled personal property, constitutes visual blight.
- ☒ A condition constituting an attractive nuisance exists on the premises.
- ☒ Use or activity continued after a Stop Work Notice was issued by an enforcing officer at the premises.

ATTENTION!

YOU ARE REQUIRED TO ABATE THE NUISANCE WITHIN TEN (10) CALENDAR DAYS AFTER SERVICE OF THIS NOTICE BY: 5/17/2019. YOU MUST CONTACT CODE ENFORCEMENT AT 831-637-5313 TO REPORT THE ABATEMENT AND PHOTOGRAPHIC PROOF SHALL BE PROVIDED TO CODE ENFORCEMENT.

ATTENTION!

DAILY ADMINISTRATIVE PENALTIES OF \$100.00 PER DAY, FOR EACH VIOLATION, WILL BEGIN ACCRUING ON THE ELEVENTH (11th) CALENDAR DAY AFTER SERVICE OF THIS NOTICE, ON: 5/18/2019. DAILY ADMINISTRATIVE PENALTIES WILL CONTINUE TO ACCRUE UNTIL THE NUISANCE IS ABATED AND THE ABATEMENT IS CONFIRMED BY THE ENFORCING OFFICER. SCHEDULED HEARINGS DO NOT STOP ADMINISTRATIVE PENALTIES FROM ACCRUING.

ATTENTION!

IF YOU FAIL TO CONTEST THE AMOUNT OF THE PROPOSED PENALTY OR TO APPEAR AT THE HEARING SET, YOU WILL FORFEIT YOUR FUTURE RIGHT TO OPPOSE THE PENALTY.

ATTENTION!

YOU ARE HERBY NOTIFIED THE ENFORCING OFFICER INTENDS TO RECORD A NOTICE OF PENDING NUISANCE ABATEMENT PROCEEDING WITH THE SAN BENITO COUNTY RECORDER IN ACCORDANCE WITH SECTION 1.06.100.

ATTENTION!

YOU MUST CONTACT CODE ENFORCEMENT AT 831-637-5313 TO REPORT THE ABATEMENT. YOU ARE RESPONSIBLE FOR TIMELY REPORTING THE ABATEMENT OF THE NUISANCE. ADMINISTRATIVE PENALTIES WILL CONTINUE TO ACCRUE UNTIL THE ABATEMENT IS REPORTED BY YOU AND CONFIRMED BY THE ENFORCING OFFICER.

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

Unless you abate the aforementioned conditions within **ten (10) calendar days** after service of this notice, by **5/17/2019**, an administrative penalty of **\$100.00** per day will accrue each day for each violation beginning on the eleventh (11th) calendar day after service of this notice, on **5/18/2019**. Daily administrative penalties will continue to accrue until abatement is confirmed.

In order to avoid any administrative penalty you must abate the nuisance within ten (10) calendar days after service of this notice and contact Code Enforcement at 831-637-5313 so that the abatement may be confirmed.

In determining the amount of the administrative penalty, the enforcing officer has considered the nature, circumstance, extent, and gravity of the violation or violations, any prior history of the violations, the degree of culpability, economic saving, if any resulting from the violation, and any other matters justice may require.

NOTICE IS FURTHER GIVEN:

Administrative Hearing:

If you wish to (i) contest the enforcing officer's determination that a violation exists, (ii) identify the responsible person(s), (iii) request additional time to correct the violation(s), (iv) contest the proposed administrative penalty as set forth in this Notice, and or (v) contest the recordation of this Notice, YOU MAY REQUEST A HEARING before the County Hearing Officer by filing a written request with the Resources Management Agency (2301 Technology Parkway, Hollister, CA 95023) within **ten (10) calendar days** of the date of this Notice by: **5/17/2019**. **FAILURE TO TIMELY REQUEST A HEARING SHALL CONSTITUTE FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES.** Consequently, the administrative penalty shall become final and conclusive, and you shall immediately make payment of the administrative penalty and accrued interest as of the date of the administrative penalty order to San Benito County, unless successfully challenged by a writ of mandate.

FURTHERMORE, FAILURE TO ATTEND AND PRESENT EVIDENCE AT A SCHEDULED HEARING SHALL CONSTITUTE FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES and will result in the Hearing Officer's Recommended Decision ("Recommended Decision") based solely upon the evidence submitted by the enforcing officer. Consequently, the amount of administrative penalty shall become final and conclusive, and you shall, within **twenty (20) calendar days**, make payment of the administrative penalty amount and accrued interest, as of the date of the administrative penalty order, to San Benito County.

San Benito County Board of Supervisors Action:

The Recommended Decision shall be promptly transmitted to the Board of Supervisors to adopt without further notice of hearing, or to set for a *de novo* hearing. The Board of Supervisors' Decision shall be mailed to, or personally served upon, all parties appearing at the Administrative Hearing before the County Hearing Officer and all parties who are served this Notice. The Board of Supervisors' Decision shall be final and conclusive.

NOTICE IS FURTHER GIVEN:

THAT THE CONDITION(S) ON THE PREMISES VIOLATE(S) THE FOLLOWING SPECIFIC PROVISION(S) OF THE SAN BENITO COUNTY CODE AND MUST BE ABATED IN THE FOLLOWING MANNER:

- ☒ Any condition, act, or omission declared by any statute of the State of California or any provision of this code to be a public nuisance. (§1.06.030, subd. (A).)

Violation 1: Under **San Benito County Code §19.17.008**, "[e]xcept as otherwise exempted by this chapter, no person shall do any grading without first obtaining a grading permit from the Resource Management Agency. A separate permit shall be required for each site and may cover both excavation and fills. Grading permits are not transferable."

Presently, there exists in excess of **2000** cubic yards of graded and/or imported soil within approximately **50** feet of a stream and/or on a streambank. The unpermitted grading work,

earth movement and soil importation has occurred in a sensitive habitat, in a known flood zone, and is in an archeological sensitive area. The County has neither received any permit application for said grading work, nor issued any such grading permit to allow commencement of said grading on the premises.

The above-mentioned conditions existing on the premises do not fall within any of the listed exemptions to the permit requirement as stated in San Benito County Code §19.17.004, and therefore constitute unpermitted grading. Under **San Benito Code §19.17.018**, "[a]ny grading conducted or operated contrary to the provisions of this chapter shall be, and the same is declared to be a public nuisance and shall be abated . . ."

**Corrective
Action:**

You must immediately STOP WORK, submit plans, reports and documentation consistent with Department of Fish and Wildlife's recommendations, as found in the Streambed Alteration Agreement # 1600-2018-0099-R4. Additionally you must also obtain the proper grading permit(s) from County of San Benito Resource Management Agency and any other jurisdictions as required by listed agencies. The Grading Plan shall consist of but not be limited to the property boundary lines, the grading limits, the pre-site conditions, the proposed site conditions, any earth movement quantities (cut/fill) and a soil quality report for any imported soil. Any soil already placed without the benefit of a quality test will be subject to random test as directed by the San Benito County Resource Management Agency's staff recommendations. Future development will require a separate geotechnical investigation.

- ☒ Any use of land, buildings, or premises established, operated, or maintained contrary to the provisions of any provision of this code or State law. (§1.06.030, subd. (E).)

Violation 2: According to **CA Fire Code 506.1** Key Boxes are required. 506.1 - Where access to or within a structure or an area is restricted because of secured opening or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.

Here you have constructed 2 large entry gates in an unpermitted access/encroachment without Fire, Cal Trans or Building Department Approvals. This property is located in a "High" fire severity zone based on CA Fire mapping and requires the fire department to have access.

**Corrective
Action:** **You must provide a site plan, survey and building plan clearly indicating the property lines, the location of the gates, cross section or elevation of gates, fence line, driveways and access/encroachment.**

Violation 3: Pursuant to **San Benito County Code 25.09.001** The intent of this district is to provide for areas within the county that are not primarily suited for agricultural uses, and lack services needed for higher density development. The R zone is intended to provide areas for mixtures of housing and small scale agricultural uses. The following regulations, except to the extent that they may be modified by this title or a combining or overlay district, shall apply to every lot and building in an R district.

Presently the operation of a Towing/Salvage/Recycling business appears to exist and is not consistent with the use in an R district. This type of business is permissible in an M-2 district (25.17.062) and may be permissible as a conditional use determined by the Planning Commission and permitted with a Use Permit. Currently we have no record indicating the proper Use Permit exists or the application for said permit has been received.

**Corrective
Action:** **You must stop all unpermitted business activities and apply for the proper Use Permits to conduct business of this nature on site.**

Violation 4: Under Street and Highways Codes – **SHC 660 Encroachments** and **SHC 670.1** **Permits** an encroachment Permit is required.

SHC 660 Encroachments - (a) "Highway" includes all, or any part, of the entire width of the right-of-way of a state highway, whether or not the entire area is actually used for highway purposes.

(b) "Encroachment" includes any tower, pole, pole line, pipe, pipe line, fence, billboard, stand or building, or any structure, object of any kind or character not particularly mentioned in this section, or special event, which is in, under, or over any portion of the highway. "Special event" means any street festival, sidewalk sale, community-sponsored activity, or community-approved activity.

SHC 670.1 Permits Required (a) The department may issue a permit to the owner or developer of property adjacent to or near a state highway to construct, alter, repair, or improve any portion of the highway for the purpose of improving local traffic access, if the improvements to the highway are required as part of, or as a condition to, the development of property and the improvements are accepted by the department. (b) The permit may be issued only if the work within the highway right-of-way is to be performed in accordance with plans and specifications approved by the department and the department reserves the right to inspect and accept the work as complying with the approved plans and specifications.

(c) All road, bridge, street lighting, or installation of signal work performed under a permit issued pursuant to this section for acceptance into the state highway system, except work performed solely to allow private encroachments onto the state highway or for utility or drainage encroachments within the state highway, are public works for purposes of Part 7 (commencing with Section 1720) of Division 2 of the Labor Code

Presently construction of 2 new driveways, gates and access have been created without proper Encroachment Permit approval from Cal Trans which is contrary to Permits Required SHC 670.1 (a) above.

**Corrective
Action:**

You must submit plans, apply for the proper Cal Trans Encroachment Permit and complete work as per the approved plans. Contact: Cal Trans Ignacio Saverda 831-601-1585.

Violation 5:

Pursuant to **San Benito County Code 25.01.152** and **CBC 105** permits are required for accessory structures larger than 120 square feet, gates and fences exceeding local height limitation guidelines.

Under San Benito County Code §21.01.152, "[a]ny violation of this chapter is unlawful and a public nuisance and shall be abated, eliminated and enjoined. . ."

Presently, there exist **3** buildings (apparently used for operating a salvage/recycle business or other) and **3** accessory buildings larger than 120 ft.² that have been constructed without permits. Under San Benito County Code §21.01.003, "[n]o person shall erect, construct, enlarge, alter, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure in the unincorporated area of the county or cause the same to be done contrary to or in violation of this chapter or in violation of any of the provisions of the codes adopted by this chapter." (See also, SBCC §21.01.021 [adopting the California Building Code]; California Building Code §105.2 [exempting one-story detached accessory structures 120 ft.² or less from permit requirements]; SBCC §21.01.005 [permit application shall be filed and permit issued before any work may be commenced].)

Here, you have failed to obtain any such required permit and therefore the above-mentioned unpermitted buildings existing on the premises violate Chapter 21.01, thereby constituting a public nuisance. . . Currently the trailers are being used as storage structures requiring a building permit, a scenic corridor review and a property line survey to determine their exact location on the lot and the set-back requirements and fence height limitations.

**Corrective
Action:**

You must submit a site plan; survey and building plans to show where the trailers, fencing and gates have been placed in relation to the property line, their intended use and obtain planning approval for their use/location in the scenic corridor.

- ☒ Any condition, including intermingled personal property, which constitutes a visual blight. (§1.06.030, subds. (G)(1) - (5).)

Violation 6: "The accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property not including highways is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be **injurious to the health, safety and general welfare**. Therefore the presence of an abandoned, wrecked, dismantled or inoperative vehicle or part thereof, on private or public property not including highways, except as expressly hereinafter permitted, is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this article." (**SBCC §17.01.020.**)

Corrective Action: You must register or certify all travel trailers, RVs, and/or vehicles pursuant to §4604 of the California Vehicle Code. You must store any RV's, trailers and/or vehicles in an approved location/manner based on a required Development Design Review for the scenic corridor. You must remove all travel trailers, RVs, and/or vehicles from the premises if all of the above-listed requirements cannot be met.

You must remove all abandoned, dismantled or inoperative automotive parts.

Violation 7: The accumulation of litter (including, but not limited to, garbage, waste, refuse, junk, trash, debris, scrap metal, wood, rubbish, packing materials, and/or other solid waste) existing on the premises. (§§15.01.026 and 1.06.030, subd. (G)(1).)

Presently, there exists approximately **20+** cubic yards of Litter, including intermingled personal property, e.g. scrap/unused materials, miscellaneous debris, on the upper portion of the premises and in the Cal Trans right of way which contains (i) putrescible garbage, (ii) presents as a rodent and/or other vermin harborage, and (iii) poses a danger to the public health, safety and/or welfare.

Corrective Action: You must remove all litter, including, but not limited to, tires, car parts, garbage, miscellaneous debris, junked trailers etc. from the premises or properly store the litter in an authorized private receptacle for collection or remove from the premises. (See, SBCC §15.01.026.)

- ☒ Continuation of any use or activity on any property after a Stop Work Notice has been issued by an enforcing officer. (§1.06.030, subd. (I).)

Violation 8: Under **San Benito County Code §21.01.021**, subd. (N)(7), "Section 111.4 is amended to read as follows: 111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction as specified in Section 109.3 of this code." and under **San Benito County Code 1.03.002** may be subject to **Criminal Penalties**.

On or about 11/8/17, the San Benito County enforcing officer issued a Stop Work Notice which was posted on the illegal gate (used for entering the property) which has undergone construction without permits.

Following the issuance of each Stop Work Notice, the owner(s) and/or occupant(s) of the premises failed to obey the enforcing officer's order to STOP ALL WORK; the owner(s) and/or occupant(s) of the premises continued to conduct unpermitted work (i.e., construction and grading activities) to the property in violation of the Stop Work Notice(s) and SBCC.

Here, you have failed to comply with the Stop Work Notice issued by the enforcing officer; you continued unpermitted construction and grading work activities to the property after issuance of the Stop Work Notice(s) and without direction from the enforcing officer to remove a violation or unsafe condition.

Such action(s) violate(s) SBCC section 1.06.030, subd. (I).)

**Corrective
Action:**

The construction and grading on the Property is subject to San Benito County Code Chapter 21.01 and therefore appropriate permits for the construction and grading work must be obtained prior to commencement of any work.

You must immediately **STOP ALL WORK** and immediately discontinue use of any and all unpermitted structures or uses of the property until "finaled" by the Building Official.

You must contact the San Benito County Resources Management Agency - Building Department (Phone: (831) 637-5313, Address: 2301 Technology Parkway, Hollister, CA 95023) and secure all appropriate permits for the unpermitted grading, construction/alteration work, including, but not limited, to the illegal fencing, illegal gates, illegal conversion of trailers to storage structures, and illegal entryway, as well as, for any additional installed/alterd structures, water tanks or services without permits. The required permits must be secured prior to commencement of any work. Please provide building plans to include details from a qualified design professional and or surveyor. Once the proper permit(s) is/are obtained an inspection of the work will be required.

If you are unable or unwilling to comply with the foregoing, you must immediately **STOP ALL WORK** and obtain a demolition permit to remove all unpermitted construction/alteration to the buildings/structures, including:

- illegal fencing/gates
- illegal storage structures
- illegal entryway/encroachment

Once the proper permit(s) is/are obtained an inspection of the work will be required. You must contact the San Benito County Resources Management Agency - Building Department (Phone: (831) 637-5313, Address: 2301 Technology Parkway, Hollister, CA 95023) and secure all appropriate permits to remove all unpermitted construction/alteration to the buildings/structures (e.g., demolition permit).

Additionally under San Benito County Code **1.03.002 CRIMINAL PENALTIES.**

(A) *Misdemeanors.* Every violation of a county ordinance determined to be a misdemeanor is punishable by imprisonment in the county jail not exceeding six months or by fine not exceeding \$1,000, or by both the fine and imprisonment.

(B) *Infractions.* Every violation of a county ordinance determined to be an infraction is punishable by a fine not exceeding \$100 for a first violation; a fine not exceeding \$200 for a second violation of the same ordinance within one year; and a fine not exceeding \$500 for each additional violation of the same ordinance within one year.

(C) *Continuing violation.* Each separate day or portion thereof that any person violates or continues to violate a county ordinance shall be deemed to constitute a separate offense and, upon conviction thereof, shall be punished as provided herein.

(D) *Citations.* Those county employees designated as "Enforcing Officers" are authorized pursuant to Cal. Penal Code § 836.5 and Cal. Penal Code Chapter 5C (commencing with § 853.5) of Title 3 of Part 2 to issue citations for violations of any county ordinance. The following employees are designated "Enforcing Officers": Code Enforcement Officer, Building Official, Building Inspector, Health Officer or designate

Presently work has continued after a stop work notice was posted 10/25/16 and administrative citation was issued on 1/30/17, by officer Watson. Additional Stop Work Notice had been posted on 11/8/17 by inspector Dauphinee. This is contrary to (C) listed above.

You must **STOP ALL WORK**, present the RMA with a plan addressing all corrective work and apply for proper permits and clearances. Your plan should address how to restore the subject property back to an empty vacant lot until all required land-use, environmental reviews, building permits and grants of entitlements have been obtained from all agencies with jurisdictional authority for land-use development. Please contact the RMA Code Enforcement to schedule a meeting in the event you should need assistance preparing your plan.

Contact: Duane Dauphinee 2301 Technology Parkway Hollister, CA 95023 or 831-637-5313.

Date of Service of Notice

D. Dauphinee, Enforcing Officer

Proof of Service

I, Lynette McPherson, am over 18 years of age and not a party to this action. I am employed in the county where the mailing took place.

My business address is P.O. Box 279560, Sacramento, California, 95827, which is located in the County of Sacramento.

On **June 28, 2019**, I served the following document(s) by email and via USPS by enclosing it in an envelope and depositing the sealed envelope with the United States Postal Service with the first-class postage fully prepaid:

**STIPULATION FOR ENTRY OF ADMINISTRATIVE ORDER AND
ADMINISTRATIVE ORDER THEREON**

Property Owner: Arturo Mendoza

Property Address: 2050 Chittenden Road, Aromas, California

Case No.: ENF18-00014

APN: 011-030-003

Addressed to:

Resource Management Agency
Gary Lupori, Chief Building Inspector
2301 Technology Parkway
Hollister, CA 95923

Arturo Mendoza
35 West Street
Watsonville, CA 95076

And via Email to:

Michael Ziman mziman@cosb.us
Barbara Thompson bthompson@cosb.us
Duane Dauphinee ddauphinee@cosb.us
Anita Gutierrez agutierrez@cosb.us
David Prentice David@plelawfirm.com
Gary Lepori glepori@cosb.us
Arturo Mendoza Pescaderocamp@yahoo.com

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



Lynette McPherson
Paralegal



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: 13.

MEETING DATE: 8/20/2019

DEPARTMENT: SHERIFF'S DEPARTMENT

DEPT HEAD/DIRECTOR: Darren Thompson, Sheriff-Coroner

AGENDA ITEM PREPARER: Eric Taylor

SBC DEPT FILE NUMBER: 110

SUBJECT:

SHERIFF'S OFFICE - D. THOMPSON

Authorize Sheriff to accept a MRAP/MATV rescue vehicle, free of charge, from the Federal Government and amend Sheriff's Schedule of Fixed Assets to include MRAP/MATV rescue vehicle.

SBC FILE NUMBER: 110

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Sheriff's Office is requesting approval to accept an MRAP/MATV rescue vehicle from the Federal Government as part of the DLA 1033 Program. This piece of equipment is valued at nearly \$1,000,000 and would be given to this office free of charge. An MRAP/MATV is mainly used in modern law enforcement as a rescue vehicle during many different scenarios and disasters. It has the following capabilities:

- Armored body to shield from firearms to include high-powered rifles and assault rifles as well as some explosives

- V-shaped hull which is optimized for IED protection
- Ability to take a 7.62 mm round to the engine oil/coolant/hydraulic system and continue to drive for at least one kilometer
- Engine compartment is also protected with a Stat-Z engine fire suppression system
- A central tire inflation system (CTIS) and run-flat inserts allow the M-ATV to travel at least 30 miles at 30 mph even if two tires lose pressure
- Traction control system and anti-lock brakes

The United States Department of Homeland Security Rapid Response Team used MRAPs to assist people affected by hurricanes in 2012, and to pull destroyed government vehicles onto the street to they could be towed. The Federal Bureau of Investigation used an MRAP-type vehicle in a child kidnapping case in Midland, Alabama in 2013.

The San Benito County Sheriff's Office plans to use this MRAP/MATV in disaster relief roles, as they can go through flooded areas unlike normal police armored vehicles. It can also be used for many different rescue applications and to provide security in response to terrorist/active shooter threats as recently seen in the United States.

Most recently, MRAPs were deployed to Gilroy in response to the possible second shooting subject and imminent threat posed by a high-powered rifle. An MRAP was also called in and used to rescue a Sacramento Police Officer who was shot and help was not able to access her due to the suspect repeatedly firing his high-powered rifle at her and responding officers.

MATV Specifications:

W - 99 1/4"

L - 243"

H - 115"

Weight - 39,000

Vehicle Identification:

SZ35879206D010 2YTK0B92070564

Financial Consideration

The Federal Government is not charging the county for this vehicle; however the cost of transporting it from Texas to San Benito County is the responsibility of the Sheriff's Office. The estimated cost to transport this vehicle from Texas is \$8,500 and will be paid from the Sheriff's Operations budget.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.40.1175.1000.619.284

CURRENT FY COST:

\$8,500

STAFF RECOMMENDATION:

- 1). Authorize Sheriff to accept the MRAP/MATV from the Federal Government; and
- 2). Amend Sheriff's Schedule of Fixed Assets to include MWRAP/MATV rescue vehicle; and
- 3). Authorize Sheriff or his designee to sign documents required to procure said vehicle.

ADDITIONAL PERSONNEL: No



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: 14.

MEETING DATE: 8/20/2019

DEPARTMENT: TREASURER/TAX COLLECTOR

DEPT HEAD/DIRECTOR: Melinda L. Casillas

AGENDA ITEM PREPARER: Melinda L. Casillas

SBC DEPT FILE NUMBER: 685.2

SUBJECT:

TREASURER/TAX COLLECTOR - M CASILLAS

Approve an MOU between CSAC Financing Corporation and the County of San Benito for participation in the Tax Refund Exchange and Compliance System (CalTRECS) program.
SBC FILE NUMBER: 685.2

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

CSAC Financing Corporation offers a program to Tax Collectors called CalTRECS which helps to collect monies due to a taxpayer to be used to pay unpaid Unsecured Taxes. The program is an intercept collection resource to be used by Tax Collectors. CalTRECS reaches out to the Franchise Tax Board to collect distributions for State Income Tax refunds, lottery winnings, and Unclaimed Property.

The program is relatively new but definitely gaining it interest. Merced County was the first county to join CalTRECS, followed by Mariposa, and now there are 7 more pending contracts with them. Many counties have in-house collection agencies.

The CalTRECs total charge of \$25 per collection plus a fee of \$2.25 is passed on to the taxpayer. This amount is included in the payment to the county by the FTB, and those charges are then sent to CalTRECS by the county. However, it is a net \$0 cost to the county.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve an MOU between CSAC Financing Corporation and the County of San Benito for participation in the Tax Refund Exchange and Compliance System (CalTRECS) program, and authorize the Chair to sign it.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
MOU and registration forms	8/15/2019	MOU

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
CALIFORNIA STATE ASSOCIATION OF COUNTIES – FINANCE CORPORATION
TAX REFUND EXCHANGE AND COMPLIANCE SYSTEM (CAL-TRECS)**

This **MEMORANDUM OF UNDERSTANDING AND AGREEMENT** ("Agreement") is entered into this 20th day of August, year 2019 by and between the Governing Body of the Unit of Local Government of County of San Benito ("Claimant Agency") and the California State Association of Counties – Finance Corporation ("CSAC-FC"), serving on behalf of the agency as a designated vendor as the California Local Government Debt Offset Clearinghouse ("Clearinghouse").

RECITALS

WHEREAS, the California Government Code 12419.2 - 12419.12, (the "Code"), authorizes the California State Controller (SCO), in conjunction with the California Franchise Tax Board ("FTB"), to offset any eligible amount due a city, county or special district tax refunds to satisfy, in whole or in part, a debt (as defined in the Code) owed to a Claimant Agency; and

WHEREAS, the Code provides that eligible amounts due a city, county or special district are:

- (1) Where the amount has been reduced to a judgment.
- (2) Where the amount is contained in an order of a court.
- (3) Where the amount is from a bench warrant for payment of any fine, penalty, or assessment.
- (4) Where the amount is delinquent unsecured property taxes on which a certificate lien has been filed for record in the office of the county recorder pursuant to Section 2191.3 of the Revenue and Taxation Code; and

WHEREAS, the FTB 2018 Participation Guide (the "Guide") establishes the procedures by which a claimant agency may participate in the FTB Interagency Intercept Collection (IIC) program; and

WHEREAS, Clearinghouse offers a debt offset program ("Program") that: (i) complies with the FTB's secure data submission requirements for the offset of tax refunds under the Code and the Guide; (ii) acts as an agent on behalf of a Claimant Agency with respect to the FTB for purposes of the Code and the Guide; and (iii) submits Claimant Agency debts for the offset of tax refunds with the FTB on behalf of a Claimant Agency pursuant to the Code and the Guide; and

WHEREAS, Claimant Agency desires to enter into this Agreement with Clearinghouse in order to participate in the Program in order to increase the collection rate of debts owed to Claimant Agency; and

WHEREAS, Clearinghouse has agreed to submit debts on behalf of Claimant Agency pursuant to the Program:

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Claimant Agency and Clearinghouse mutually agree as follows:

I. TERM/TERMINATION. This Agreement shall become a legally binding agreement between Claimant Agency and Clearinghouse with full legal force and effect upon mutual execution by Claimant Agency and Clearinghouse. This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. Clearinghouse will erase all claimant data files from its debt offset system upon termination.

II. REPRESENTATIONS AND OBLIGATIONS OF CLAIMANT AGENCY

A. Claimant Agency hereby designates, appoints, and authorizes Clearinghouse to process delinquent debts to be submitted to FTB. For purposes of the Program, "Delinquent Debt" means:

- (i) a single account or monetary obligation which is at least ten dollars (\$10.00) owed by a debtor to Claimant Agency; or,
- (ii) any group of accounts or monetary obligations, that, when combined, total at least ten dollars (\$10.00), owed by the same debtor to Claimant Agency.

Delinquent debts are defined in the Code as an amount: that has been reduced to a judgment; or contained in an order of a court; or is from a bench warrant for payment of any fine, penalty, or assessment; or is delinquent unsecured property taxes on which a certificate lien has been filed for record in the office of the county recorder pursuant to Section 2191.3 of the Revenue and Taxation Code.

To become a delinquent debt, Claimant Agency must have provided the debtor with the pre-intercept notice requirements as stipulated by the Guide. Pre-intercept notices must provide the Government Code Sections that authorize a local government claimant agency to submit debts for intercept, provide Claimant Agency's contact information where the debtor can dispute the liability, and allow debtors 30 days to resolve or dispute the debts, before submitting their debts to Clearinghouse.

- B. Claimant Agency shall comply with any and all applicable provisions of the Code and the Guide prior to the submission of a debt to Clearinghouse for offset, including the submission of required forms to the SCO and FTB.
- C. Claimant Agency shall, upon execution of this Agreement, file a participation form with Clearinghouse designating a debt offset coordinator and a debt offset contact. Such participation form shall be updated on an annual basis and at any time there is a change in the information provided thereon. Clearinghouse shall administratively provide participation forms, as needed, for use by Claimant Agency. The debt offset coordinator shall be the designated local government employee authorized to receive notices and communication from Clearinghouse to insure that the requirements of this Agreement and the requirements of the Code and the Guide are met. The debt offset coordinator shall supply Clearinghouse with any and all information that in the opinion of Clearinghouse is necessary for the proper implementation of this Agreement. The debt offset contact will receive all referrals from debtors.
- D. Claimant Agency shall use a file format specified by Clearinghouse to prepare debt files and adjustments to debt files that Claimant Agency certifies to Clearinghouse are owed to Claimant Agency and that Claimant Agency desires to have Clearinghouse submit to FTB. The Clearinghouse shall timely notify the Claimant Agency of any changes to the file format and the Claimant Agency covenants and agrees that it shall immediately implement any changes required by Clearinghouse. Clearinghouse will establish capability of date and time stamping submitted debt files for priority setting.
- E. Claimant Agency shall transmit a debt file to Clearinghouse in a method and format acceptable to the Clearinghouse. The Claimant agency shall make every effort to submit a file the week of November 15.

- F. Claimant Agency shall comply with the pre-intercept notice requirements set forth in the Guide prior to the submission of a debt file to Clearinghouse.
- G. Claimant Agency shall, after a debt file has been submitted to Clearinghouse, advise Clearinghouse of any debtor repayment or protests and instructions to delete or reduce a delinquent debt by submitting a new debt file. If Claimant Agency accepts full or partial payment against a debt file that has been submitted to Clearinghouse and sufficient notice is not provided to Clearinghouse to make a timely change to debt file reflecting the payment, Claimant Agency is responsible to refund any resulting fee that may be due to debtor. If claimant agency erroneously submits a debt file to the Clearinghouse, the claimant agency is responsible for any fees charged the debtor by the Clearinghouse or FTB.

III. REPRESENTATIONS AND OBLIGATIONS OF CLEARINGHOUSE

- A. Clearinghouse shall, upon receipt of Claimant Agency's debt file, compile the information and submit the data to the FTB.
- B. Clearinghouse shall make access to Internet-based functionality available to Claimant Agency through which Claimant Agency shall submit debt files.
- C. Clearinghouse shall provide a social security number look up service to match each debtor as submitted by Claimant Agency to the best of its ability.
- D. Clearinghouse will provide Claimant Agency an accounting of funds collected which will include the name of the debtor and the amount of the debt offset by debt unique identification number.
- E. Clearinghouse will provide a toll-free telephone number for use by Claimant Agency to receive technical support and provide information on the use of the Clearinghouse internet-based functionality and the processing of debts for submission to FTB. Technical support and information shall be available from 8:00 a.m. until 5:00 p.m. (Pacific Time), Monday through Friday, excluding holidays. Voicemail and e-mail access shall also be provided as a part of the support/information response system.

IV. UNDERSTANDING OF PARTIES

- A. To recover the costs incurred by SCO and FTB in collecting debts, the Code authorizes SCO to charge Claimant Agency a fee on each successful offset that FTB collects for a claimant agency. The 2018 fee is established at two dollars (\$2.00) per successful offset. Clearinghouse will add this fee to each debt for payment by the debtor prior to its submission to FTB. SCO bills Claimant Agency in April or May for each successful offset collected during the previous calendar year.
- B. To recover the costs incurred by Clearinghouse in submitting debts for collection, a local collection assistance fee of twenty-five dollars (\$25.00) is imposed by Claimant Agency on each delinquent debt submitted to FTB and collected through offset. This fee may be assessed as part of California Government Code GOV Code § 54985(a). On behalf of Claimant Agency, Clearinghouse will add this fee to each debt for payment by the debtor prior to its submission to FTB. Claimant Agency will remit the local collection assistance fee upon monthly billing by Clearinghouse for each successful offset collected during the previous month.

- C. If Claimant Agency is due a refund of more than ten dollars (\$10.00), Clearinghouse will request on behalf of Claimant Agency the tax refund offset in the amount of the delinquent debt plus the FTB fee and the local collection assistance fee. If FTB is able to collect only part of a debt through offset, its fee has priority over the local collection assistance fee and over the remainder of the delinquent debt. The local collection assistance fee has priority over the remainder of the delinquent debt.
- D. When multiple claims among local claimant agencies are submitted for offset to Clearinghouse, the claims have priority based on the date and time each claimant agency requested Clearinghouse to submit debts on its behalf. The date and time of submission of the debt file shall constitute the date and time to establish the priority. Clearinghouse shall use submission receipt date and time of original file for priority date and time of specific debt. Additions to a delinquent debt through accrued interest and/or penalties will not change the priority date. Any new delinquent debt for same local claimant agency will have a new submission date and time, including new debts for a previously submitted debtor.
- E. Existing submitted delinquent debts may be adjusted upwards for interest and fees and will retain their original priority order. A later new delinquent debt, even if from the same debtor shall be date stamped by Clearinghouse with the later submission date.
- F. In the event of partial payment of a delinquent debt, Claimant Agency may continue to submit the balance of the debt, if ten dollars (\$10.00) or more, as a part of subsequent data files. If the delinquent debt is reduced to an amount of less than ten dollars (\$10.00), it may be combined with a future delinquent debt submission for the same debtor and will be treated as a part of the new delinquent debt for purposes of priority and imposition of the local collection assistance fee.
- G. Claimant Agency acknowledges that Claimant Agency is responsible for the pre-intercept notice requirements of the Guide. Clearinghouse shall not accept a debt file that is not prepared as specified by Clearinghouse and that has not been certified by Clearinghouse as having complied with the pre-intercept notice procedures as set forth in the Guide. Clearinghouse agrees to submit delinquent debts to FTB; provided, however Claimant Agency is solely responsible for complying with the Guide, specifically including the pre-intercept notice provisions and other requirements of the Guide.
- H. Intercepted funds will be disbursed by FTB to Claimant Agency at the direction of Clearinghouse. Claimant Agency shall establish and maintain any necessary accounts to receive intercepted funds as directed by Clearinghouse. Clearinghouse shall timely direct Claimant Agency to establish and maintain such necessary accounts.

V. COMPENSATION

- A. Clearinghouse shall receive as compensation for its services the twenty-five dollars (\$25.00) local collection assistance fee added to each delinquent debt that is submitted by Clearinghouse and collected through a successful interception. "Successful Interception" occurs when FTB matches all or a portion of a debt submitted by Clearinghouse against a State tax refund or other State payment for interception and payment towards a delinquent debt owed to Claimant Agency.
- B. Clearinghouse will bill Claimant Agency monthly the local collection assistance fee collected on each successful offset occurring in the previous month.

- C. Claimant Agency agrees that Clearinghouse shall retain the local collection assistance fee collected by it in the event Claimant Agency is required, by statute or otherwise, to return to a debtor funds that have been offset by FTB.

VI. INDEMNIFICATION; REIMBURSEMENT; DISCLAIMER. Claimant Agency fully understands and warrants to Clearinghouse that by submission of any delinquent debt submitted to Clearinghouse for offset Claimant Agency has complied with all of the provisions of this Agreement and all of the provisions of the Code and the Guide that are required prior to submission of a debt for offset. Claimant Agency shall hold Clearinghouse free and harmless and shall indemnify Clearinghouse against any and all damages, claims, of action, injuries, actions, liability, or proceedings arising from the failure of Claimant Agency to so perform. Claimant Agency shall be responsible for the repayment of any sums received by it, including interest, penalties and court costs, to a debtor in the event a court of competent jurisdiction rules that said repayment is due to a debtor or debtors. Except as expressly stated in this Agreement, Clearinghouse disclaims any representations and warranties that might otherwise be implied in connection with this Agreement and Clearinghouse's services, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, date accuracy, system integration, and non-infringement.

VII. NOTICE. Any notice required to be given under this Agreement shall be sent by certified or registered mail postage prepaid to:

Jim Monker, CSAC FC
110 K Street, Ste 101
Sacramento, CA 95814 (Clearinghouse);
Melinda Casillas (debt offset coordinator)
County of San Benito (local agency)
440 Fifth St, Rm 107 (local agency address);
Hollister, CA 95023

VIII. ASSIGNMENT; SUBCONTRACTING. This Agreement is not assignable by either party. To facilitate efficient administration of the Program, Clearinghouse may utilize the services of contractors in connection with Clearinghouse's obligations under this Agreement, provided that Clearinghouse shall remain responsible for any such contractor's acts and omissions in connection with this Agreement as if such acts and omissions were conducted by Clearinghouse's own personnel. Any contractor personnel authorized to request or receive information relating the Clearinghouse's exchange of date with FTB or Claimant Agency for purposes of administering the Program shall be designated, in writing, to Claimant Agency as contemplated herein.

IX. CONFIDENTIAL INFORMATION; OWNERSHIP RIGHTS.

- A. In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information: (i) the receiving party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and, (ii) the receiving party will only use the information in connection with its business dealings with the disclosing party, and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of

disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the receiving party prior to the disclosure, or it is independently developed by the receiving party; or (iii) it is obtained by receiving party in good faith from a third party not under obligation of secrecy to the disclosing party. Receiving party will be permitted to disclose that portion of Confidential Information which is the subject of a court or government agency order to disclose, provided the receiving party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement

- B. All information, including but not limited to printed, written, oral or computer-formatted information, which Clearinghouse may gain access to during the course of the performance of this Agreement shall be the property of Claimant Agency, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. Clearinghouse shall maintain confidentiality of such information not only during the course of the performance of this Agreement, but following its termination.
- C. Claimant Agency acknowledges that, as between the parties, Clearinghouse owns and retains title to all intellectual property rights embodied in, or practiced by, Clearinghouse in connection with the Program and the proprietary methods utilized by Clearinghouse in performance of its services under this Agreement, and no licenses of such intellectual property rights to Claimant Agency are granted or implied by this Agreement.

X. MISCELLANEOUS

- A. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.
- B. The laws of the State of California shall govern the terms and conditions of this Agreement.
- C. Claimant Agency shall enter into no other contract for similar tax return intercept services with any other entity so long as this Agreement remains in effect.
- D. This Agreement is subject to appropriation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written, all by authority of their respective governing bodies.

CLAIMANT AGENCY

Name of Governing Body of Unit of Local
Government: County of San Benito

Signature: _____
Name of Authorized Individual: _____
Title: _____

Signature: _____
Name of Authorized Individual: _____
Title: _____

Signature: _____
Name of Authorized Individual: _____
Title: _____

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
Shirley L. Murphy 8/13/19
DEPUTY COUNTY COUNSEL DATE

CLEARINGHOUSE

CALIFORNIA STATE ASSOCIATION OF
COUNTIES – FINANCE CORPORATION

Alan Fernandes, Executive Director

ATTEST:

Jim Manker, Program Administrator

CalTRECS Debt Offset Registration/Participation Form

Unit of Local Government Entity Name: County of San Benito

Unit of Local Government FTB Identity Number _____

This is the 2-digit number allocated by the State Controller's Office for identification and disbursement of funds.

Coordinator for Liaising with CalTRECS Clearinghouse

First Name: Melinda

Last Name: Casillas

Title: Treasurer / Tax Collector / PA

Contact Phone Number: 831-636-4034

Contact Email Address: mcasillas@cosb.us

Unit of Government Address: _____

Contact for Automated Voice Response System for Debtors to be Referred to for Questions about Debt (can be same as Coordinator)

First Name: Mercedes

Last Name: Hernandez

Title: Deputy Tax Collector

Contact Telephone Number: 831-636-4034

Local Government Authorized Official Signature and Date:

Melinda Casillas
Name

8/5/2019
Date

CalTRECS Debt Setoff Registration/Participation Form Instruction

Please be aware of the following statement after all questions:

"The above authorized official attests that our local government agency will follow the requirements pursuant to California Government Code 12419.2 - 12419.12 and the FTB Annual Participation Guide, as well as those stated in the California Tax Refund Exchange and Compliance System (CalTRECS) Memorandum of Understanding.

By signing the local government official is attesting that he/she understands the requirements of both the California Code, the FTB Annual Participation Guide, and the Memorandum of Understanding. The Memorandum of Understanding has already been signed and submitted for participating members along with the required and approved SCO and FTB documents. The applicable California Code, the FTB Annual Participation Guide, FTB forms 2282, 2280, 7904, and a copy of the MoU are available on the California State Association of Counties website.

Please submit copies of the following application and approval documents:

2282PC Initial Request to Participate

2280PC Intent to Participate

7904 Vendor Form

CSAC Finance MoU



☐ Mark this box if you are making revisions.

Email: iicgroup@ftb.ca.gov
Telephone: 916.845.5344
Fax: 916.843.2460

Intent to Participate

Complete both sides of this form, sign, and either fax or mail it to us.

Part 1 – Agency Type

Individual debts:

☐ State ☐ City ☒ County ☐ Court ☐ College ☐ Special District

Corporation or limited liability company (LLC) debt:

☐ State

Part 2 – Agency

Agency name: COUNTY OF SAN BENITO	Process year: 2020
Division/branch: TAX COLLECTOR	Agency code:

Part 3 – Public Contact Unit (provide an address and phone number for your debtors to contact you directly)

Agency name: MELINDA L CASILLAS	Unit name: TAX COLLECTOR	Phone: (831) 636-4034 Ext. 15
Agency address/PO Box: 440 FIFTH STREET		Room/suite/floor: 107
City: HOLLISTER	State: CA	ZIP Code: 95023

☐ Mark this box if the public contact unit is a private collection firm.

Provider name: _____

Part 4 – FTB Intercept Program Liaisons

Provide the names and **direct** phone numbers of up to three individuals we may contact to resolve issues or obtain account information. These individuals should be authorized to request intercept services. We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Name: MELINDA L CASILLAS	Position: TREASURER/TAX COLLECTOR/PA	Phone: 831-636-4034 Ext. 15
Email address: mcasillas@cosb.us		
Name: MERCEDES HERNANDEZ	Position: DEPUTY TAX COLLECTOR II	Phone: (831) 636-4034 Ext.
Email address: mhernandez@cosb.us		
Name:	Position:	Phone: Ext.
Email address:		

Part 5 – Agency Mailing Address (to send warrants, fund transfers, and billings [exclude private collection firm information]) We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Agency name: COUNTY OF SAN BENITO	Unit name: TAX COLLECTOR	Phone: (831) 636-4034 Ext.
Agency address/PO Box: 440 FIFTH STREET		Room/suite/floor: 107
City: HOLLISTER	State: CA	ZIP Code: 95023
Contact name: MELINDA L CASILLAS	Phone: (831) 636-4034 Ext. 15	Fax: (831) 636-4034
Email address: mcasillas@cosb.us		

Part 6 – SWIFT Agency Contact Information

Name: Sean Klein Phone: 919-595-1890
SWIFT email address or group email address: Sean.Klein@farragot.com

Part 7 – Select Your Account Type (select only one)

- ☐ State agency (complete either A, B, or C [the State Controller will credit the intercepts accordingly])
- A. General checking account number (three digit number): _____
- B. Special fund – Fund number: _____ Organization code: _____
State Controller's account number: _____ (contact your accounting office for this number)
- C. Warrant ☐
- ☒ City county agency, or college.
Special Districts – bridge tolls and high occupancy toll lane fees. (Government Code Section 12419.12)

A warrant will be issued to your agency listing the intercept funds sent to you.

Agency Certification

Complete the following information in full and sign.

This document notifies FTB that the COUNTY OF SAN BENTIO plans to participate in the Interagency Intercept Collections Program for the 20____ process year. In doing so, I certify that all debtors received due process and the debts submitted for offset comply with the following Government Code Sections (please mark one):

- ☐ State agencies and colleges — 12419.5, 12419.7, 12419.9, 12419.10, 12419.11, and 12419.12
- ☒ Counties, city agencies, and special districts — 12419.8, 12419.10, and 12419.12
(does not apply to corporations or LLCs)

Type of debt we intend to collect for individual debts:

- | | | | | |
|---|--|---|--|--------------------------------------|
| <input type="checkbox"/> Fines | <input type="checkbox"/> Parking Citations | <input type="checkbox"/> Dishonored Check | <input type="checkbox"/> Fees | <input type="checkbox"/> Judgments |
| <input checked="" type="checkbox"/> Taxes | <input type="checkbox"/> Tuition | <input type="checkbox"/> Insurance | <input type="checkbox"/> Unpaid Services | <input type="checkbox"/> Overpayment |

Type of debt we intend to collect for corporation and LLC debts:

- | | | |
|---|-------------------------------|--------------------------------|
| <input type="checkbox"/> Dishonored Check | <input type="checkbox"/> Fees | <input type="checkbox"/> Taxes |
|---|-------------------------------|--------------------------------|

☐ Other (list the debt type):

I certify that the COUNTY OF SAN BENITO agrees to pay administrative costs to the California State Controller's Office for processing these offset accounts, and that I am authorized to request services on behalf of this agency/college. Administrative costs include any direct or indirect expense incurred by FTB or SCO to process your request, including any expense to respond to administrative or civil complaints for an offset performed at your request.

I certify that all records, copies, files, and media submissions received by the COUNTY OF SAN BENTIO shall be destroyed in a manner acceptable to FTB.

The approved destruction methods that permanently render data unreadable and unusable include:

- Damage to disks that prevents their use in any disk drive.
- Crisscross shredding if the shreds are 5/16 inch or smaller.

All unauthorized or suspected access, uses, and/or disclosures (incidents) of the information received under this agreement shall be thoroughly reviewed by FTB. We comply with the incident reporting requirements, in accordance with Civil Code Section 1798.29 and SAM Chapter 5300 (Information Security). The participant shall immediately notify FTB's Information Security Audit Unit of all incidents involving the information obtained under this agreement as applicable, and provide the appropriate information to facilitate the required reporting to the taxpayers or state oversight agencies. Notification can be made by email at: SecurityAuditMail@ftb.ca.gov or by calling 916.845.5555.


Agencies using a private collection firm or data service provider need to read, sign, adhere to, and maintain FTB 7904, *Confidentiality Statement*, and *Interagency Intercept Collection Program Special Terms and Conditions*. Agencies need to identify and maintain these documents for **every** employee within their agency that has access to the daily and weekly reports. This requirement includes, but is not limited to, agency/vendor IT department staff, agency/vendor management, agency/vendor fiscal staff, agency/vendor collector staff, etc. **It is the responsibility of the agency, college, or district to safeguard the data.**

Failure to maintain FTB 7904 and *Interagency Intercept Collection Program Special Terms and Conditions* could result in unauthorized disclosure or access. Penalties for unauthorized disclosure or access could result in fines and imprisonment under California Law (R&TC Sections 19542, 19542.1, and 19542.3 and Government Code Section 90005).

Penalties may extend to the signature and names listed on the intent form as well as individuals listed on FTB 7904.

Contact the Interagency Intercept desk for FTB 7904 and the *Interagency Intercept Collection Program Special Terms and Conditions*. Franchise Tax Board may request a completed copy of FTB 7904 at any time.

Pre-Intercept Notice

Initial here  You are required to send your debtors a *Pre-Intercept Notice* that contains specific due process language, refer to sample FTB 2288. The notice must:

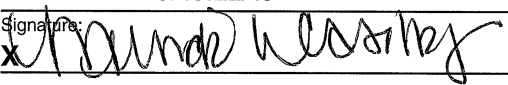
- Provide the Government Code Sections that authorize your agency to submit debts for intercept.
- Allow your debtors 30 days to resolve or dispute the debts, **before** submitting their debts to us.
- Provide your agency's contact information where the debtor can dispute the liability.

We require both new and returning agencies to provide a copy of their *Pre-Intercept Notice* along with FTB 2280 PC and FTB 7904. Failure to meet this requirement may result in a suspension of intercepts for your agency.

Effective and Cooperative Communication

It is critical that the FTB Intercept Program liaisons listed on FTB 2280 PC effectively communicate with our staff on account information, resolution of issues, and ensuring customer needs are met. Failure to cooperate in effective communication and account resolution may result in a suspension of intercepts for your agency.

I agree that our agency's fax signatures sent to FTB should be treated as original signatures.

Print name: MELINDA L CASILLAS	Title: TREASURER/TAX COLLECT	Phone: (831) 636-4034
Signature: 		Date: 08/05/2019



STATE OF CALIFORNIA
Franchise Tax Board

Initial Request to Participate

Interagency Intercept Collection Program

The County of San Benito requests authorization to participate
Agency/College/District
in the Interagency Intercept Collections Program beginning with the 2020 process year.

We are a:

☐

State Agency

We request intercept services for delinquent debts owed to our agency. Our request and debts meet the legal requirements for participation. (California Government Code Sections 12419.5, 12419.10, 12419.11, and 12419.12; State Administrative Manual Section 8790; California Revenue and Taxation Code Section 19551)

☐

College

We request intercept services for delinquent debts owed to our college/post-secondary education institution. These debts may include delinquent registration, tuition, bad check fees, library fines, or other permitted debts. Our request and debts meet the legal requirements for participation. (California Government Code Sections 12419.7, 12419.9, and 12419.12; State Administration Manual Section 8790)

☒

City or County Agency

We request intercept services for delinquent debts owed to our agency. These debts may include property taxes, delinquent fines, bails, vehicle parking penalties, court-ordered payments, or other permitted debts. Our request and debts meet the legal requirements for participation. (California Government Code Sections 12419.8 and 12419.10)

☐

Special District

We request intercept services for delinquent debts owed to our special districts. (California Government Code Sections 12419.8, 12419.10, and 12419.12)

All agencies need to read, sign, adhere to, and maintain FTB 7904, *Vendor/Contractor Confidentiality Statement*, and *Interagency Intercept Collection Program Special Terms and Conditions*. Agencies need to identify and maintain these documents for **every** employee within their agency that has access to the daily and weekly reports. This requirement includes, but is not limited to, agency/vendor IT department staff, agency/vendor management, agency/vendor fiscal staff, agency/vendor collection staff etc. **It is the responsibility of the agency, college, or district to safeguard the data** as outlined in the *Interagency Intercept Collection Program Special Terms and Conditions*.

Failure to maintain *Interagency Intercept Collection Program Special Terms and Conditions* and FTB 7904 could result in unauthorized disclosure or access. Penalties for unauthorized disclosure or access could result in fines and imprisonment under California Law (R&TC Sections 19542, 19542.1, and 19542.3 and Government Code Section 90005). Penalties may extend to the signature and names listed on the intent form as well as individuals listed on FTB 7904.

Contact the Interagency Intercept desk for the *Interagency Intercept Collection Program Special Terms and Conditions* and FTB 7904. Franchise Tax Board may request a completed copy of the FTB 7904 at any time.

Check applicable boxes below to indicate the type of debt(s) you intend to submit to the Intercept program.

<input type="checkbox"/> Dishonored Check	<input type="checkbox"/> Fees	<input type="checkbox"/> Fines	<input type="checkbox"/> Parking Citations	<input type="checkbox"/> Judgments
<input checked="" type="checkbox"/> Taxes	<input type="checkbox"/> Tuition	<input type="checkbox"/> Insurance	<input type="checkbox"/> Unpaid Services	<input type="checkbox"/> Overpayment
<input type="checkbox"/> Other (list the debt type): _____ _____				

Pre-Intercept Notice

Initial here umc You are required to send your debtors a *Pre-Intercept Notice* that contains specific due process language, refer to sample FTB 2288, *Pre-Intercept Notice Instructions*. The notice must:

- Provide the Government Code Sections that authorize your agency to submit debts for intercept.
- Allow your debtors 30 days to resolve or dispute the debts, **before** submitting their debts to us.
- Provide your agency's contact information where the debtor can dispute the liability.

We require both new and returning agencies to provide a copy of their *Pre-Intercept Notice* along with FTB 2280 PC, *Intent to Participate*, and FTB 7904. Failure to meet this requirement may result in a suspension of intercepts for your agency.

Effective and Cooperative Communication

It is critical that the FTB Intercept Program liaisons listed on FTB 2280 PC, *Intent to Participate*, effectively communicate with our staff on account information, resolution of issues, and ensuring customer needs are met. Failure to cooperate in effective communication and account resolution may result in a suspension of intercepts for your agency.

Executive Officer/Director
(print name)

Executive Officer/Director
(signature required)

Date

Agency Address

Telephone Number: _____

Send your completed *Initial Request to Participate* to:

OFFICE OF THE STATE CONTROLLER
DIVISION OF ACCOUNTING & REPORTING
TAX ADMINISTRATION SECTION
ATTN OFFSET COORDINATOR
PO BOX 942850
SACRAMENTO CA 94250-5880

Or

Fax: 916.327.2563

July 25, 2019

RE: NOTICE OF DUPLICATE PAYMENT

ASMT:

REGISTER NO.

COLLECTION NO.

DEAR TAXPAYER:

YOUR TAX REMITTANCE WHEN APPLIED AGAINST THE TAXES ON THE PARCEL NUMBER (ASMT) REFERENCE ABOVE RESULTED IN A DUPLICATE PAYMENT OF . A DUPLICATE PAYMENT SIMPLY MEANS THAT THE INSTALLMENT HAD BEEN PREVIOUSLY PAID.

A DUPLICATE PAYMENT RESULTS FROM ONE OF THE FOLLOWING REASONS:

- 1) THE TAXES WERE PAID FROM YOUR IMPOUND/ESCROW ACCOUNT WITH A FINANCIAL INSTITUTION WHICH HOLDS THE MORTGAGE, OR
- 2) THE TAXES WERE PAID BY ANOTHER PARTY WITH INTEREST IN THE PROPERTY, OR
- 3) TAXES WERE PAID AS PART OF AN ESCROW CLOSING, OR
- 4) THE TAXES WERE ALREADY PAID BY YOU, OR
- 5) THE TAXES WERE PAID IN ERROR BY ANOTHER PARTY.

IF YOU FEEL THE DUPLICATE PAYMENT WAS CAUSED FROM REASON 1, 2, 3, OR 4 ABOVE, NO RESPONSE ON YOUR PART IS NECESSARY AND A REFUND CHECK WILL BE ISSUED TO YOU WITHIN 60 DAYS.

IF YOU FEEL THE DUPLICATE PAYMENT WAS CAUSED FROM REASON 5 ABOVE, PLEASE CONTACT OUR OFFICE PROVIDING THE REFERENCE INFORMATION (RE: DUPLICATE PAYMENT, ASMT, REGISTER NO., AND COLLECTION NO.) INDICATED ABOVE.

SINCERELY,

TREASURER - TAX COLLECTOR

DEPUTY

PLEASE KEEP THIS LETTER UNTIL YOU RECEIVE YOUR REFUND CHECK

July 25, 2019

RE: NOTICE OF INSUFFICIENT PAYMENT

ASMT:

REGISTER NO.

COLLECTION NO.

DEAR TAXPAYER:

THE REMITTANCE AMOUNT AVAILABLE FOR YOUR PAYMENT ON THE ABOVE REFERENCED PARCEL NUMBER (ASMT) WAS INSUFFICIENT TO PAY THE TAXES DUE.

INSTALLMENT AMOUNT DUE
REMITTANCE AMOUNT AVAILABLE

INSUFFICIENT AMOUNT

WE ARE HOLDING YOUR "REMITTANCE AMOUNT AVAILABLE" IN A TRUST ACCOUNT PENDING RECEIPT OF THE INSUFFICIENT AMOUNT. TO INSURE THAT YOUR ACCOUNT IS PROPERLY CREDITED, PLEASE RETURN THIS NOTICE WITH YOUR PAYMENT OF THE INSUFFICIENT AMOUNT NO LATER THAN 08/04/2019.

SINCERELY,

TREASURER - TAX COLLECTOR

DEPUTY

RETURN THIS LETTER WITH YOUR PAYMENT

July 25, 2019

M&T BANK
P.O. BOX 1288
BUFFALO, NY 14240
CK#193700933

RE: NOTICE OF OVERPAYMENT

ASMT: 990-052-928-000
REGISTER NO. 0017 COLLECTION NO. 1

DEAR TAXPAYER:

YOUR TAX REMITTANCE WHEN APPLIED AGAINST THE TAXES DUE ON THE PARCEL NUMBER(S) SUBMITTED, RESULTED IN AN OVERPAYMENT OF **\$15.00**.

AN OVERPAYMENT RESULTS FROM ONE OF THE FOLLOWING REASONS:

- 1) ALL TAX STUBS OR PARCEL NUMBERS WERE NOT SUBMITTED BY THE TAXPAYER, OR
- 2) THE TAX COLLECTOR DID NOT PROCESS ALL THE STUBS YOU INTENDED TO PAY, OR
- 3) A MATHEMATICAL ERROR IN CALCULATING THE TAXES DUE OR SELECTING THE WRONG AMOUNT TO PAY FROM THE TAX STATEMENT, OR
- 4) A CORRECTION MADE BY THE ASSESSOR.

IF THE OVERAGE IS CAUSED FROM EITHER 1) OR 2) ABOVE AND YOU ARE ABLE TO IDENTIFY THE MISSING PARCEL(S), PLEASE RETURN THIS LETTER TO OUR OFFICE WITH THE APPROPRIATE PARCEL NUMBER(S) WITHIN 10 DAYS OF RECEIPT OF THIS LETTER.

IF THE OVERAGE IS CAUSED FROM REASON NUMBER 3) OR 4) ABOVE, NO RESPONSE ON YOUR PART IS NECESSARY AND A REFUND CHECK WILL BE ISSUED TO YOU WITHIN 60 DAYS.

SINCERELY,

MELINDA L. CASILLAS
TREASURER - TAX COLLECTOR

DEPUTY

PLEASE KEEP THIS LETTER UNTIL YOU RECEIVE YOUR REFUND CHECK



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 2086
RANCHO CORDOVA CA 95741-2086

Contract Number	Begins:
	Ends:

Vendor/Contractor Confidentiality Statement

FTB Information

Unit Number	Unit Name
	County of San Benito
Contact Person	Phone Number
Melinda Leasillas	832-636-4034

Contractor/Vendor Information

Your Department/Company Name						
California State Association of Counties Finance Corporation						
Business Address Where Work Will Be Performed			City	State	ZIP Code	FEIN
Street						
1100 K Street			Sacramento	CA	95814	93-3010425

Confidentiality Statement – I understand that all Franchise Tax Board (FTB), Internal Revenue Service (IRS), and other information provided by FTB and maintained on the above contractor's or vendor's premises is confidential. It is unlawful for any state or other employee to inspect, acquire, or disclose FTB, IRS, or other confidential information under California Revenue and Taxation Code Sections 19542 and 19542.1, Penal Code Section 502, California Public Contract Code Section 10426, Government Code Sections 90005 and 91000, 26 USC (Internal Revenue Code) Sections 7213(a)(2), 7213A(a)(2) and (b)(1), and 7431(a)(2) and (c), and 18 USC Section 1030. Violations of these statutes are punishable by fines, imprisonment, and/or the costs of prosecution. I will not enter any premises, access any computers, software, applications, or data not specifically required by my authorized duties, nor will I refer to or read any documents that come within my view other than those related to my authorized duties.

California Revenue and Taxation Code Section 19542 – Penalty for disclosing information contained in a return, report, or document. "Except as otherwise provided in this article and as required to administer subdivision (b) of Section 19006, it is a misdemeanor for the Franchise Tax Board or any member thereof, or any deputy, agent, clerk, or other officer or employee of the state (including its political subdivisions), or any former officer or employee or other individual, who in the course of his or her employment or duty has or had access to returns, reports, or documents required to be filed under this part, to disclose or make known in any manner information as to the amount of income or any particulars (including the business affairs of a corporation) set forth or disclosed therein."

California Revenue and Taxation Code Section 19542.1(a) – Penalty for willful unauthorized inspection or unwarranted disclosure or use of confidential information. "Except as otherwise provided by this article, it shall be unlawful for any person described in Section 19542 to willfully inspect any confidential information furnished or secured pursuant to this part, Part 10 (commencing with [Rev. & Tax C.] Section 17001), or Part 11 (commencing with [Rev. & Tax C.] Section 23001). For purposes of this section, "inspection" means any examination of confidential information. Any willful unauthorized inspection or unwarranted disclosure or use of confidential information by the persons described in Section 19542 is a misdemeanor."

California Government Code Section 90005 – "A member, employee, or agent of the Franchise Tax Board shall not divulge or make known in any manner the particulars of any record, documents, or information that he or she receives by virtue of this chapter, except in furtherance of the work of the Franchise Tax Board or the Commission or in connection with any court proceeding or any lawful investigation of any agency."

California Penal Code Section 502 – Knowingly and without permission accessing a computer, computer system or computer network; or accessing and taking, copying, making use of, adding, altering, damaging, deleting, or destroying any data from a computer, computer system or computer network, whether residing or existing internal or external to a computer, computer system, or computer network; or altering, damaging, deleting, destroying, or otherwise using any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data (among other prohibited actions prohibited by this section) is a misdemeanor or felony.

California Public Contract Code Section 10426 – It is unlawful for a person to intentionally disclose proprietary information obtained in the negotiation, execution, or performance of an information technology contract with a state agency when the contracting party knew or should have known that the disclosure was likely to cause harm, and such conduct is punishable as a misdemeanor.

26 United States Code Section 7213(a)(2) – "State and other employees. It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in Section 6103(b) [26 USC § 6103(b)]) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20) or (21), or (m)(2), (4), (5), (6), or (7) of Section 6103 [26 USC § 6103] or under Section 6104(c) [26 USC § 6104(c)]. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$ 5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution."

26 United States Code Section 7213A(a)(2) – "State and other employees. It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of Section 6103 [26 USC § 6103] referred to in Section 7213(a)(2) [26 USC § 7213(a)(2)] or under Section 6104(c) [26 USC § 6104(c)]."

26 United States Code Section 7213A(b)(1) – "In general. Any violation of subsection (a) [of 26 USC § 7213A] shall be punishable upon conviction by a fine in any amount not exceeding \$ 1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution."

26 United States Code Section 7431(a)(2) – “Inspection or disclosure by a person who is not an employee of the United States. If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of [26 USC] Section 6103 or in violation of [26 USC] Section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.”

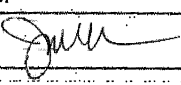
26 United States Code Section 7431(c) – Damages that may be awarded for a violation of 26 USC Section 7431(a)(2) include the greater of \$1,000 for each act of unauthorized inspection or disclosure of a return or return information, or the sum of the actual damages and, if the inspection or disclosure was willful or the result of gross negligence, punitive damages; plus costs of the action, plus reasonable attorney's fees.

18 United States Code Section 1030(a)(2) – Intentionally accessing a computer without authorization or exceeding authorized access, and thereby obtaining information from any department or agency of the United States, or from any protected computer used by or for the United States Government, is punishable by fines and imprisonment from one to ten years.

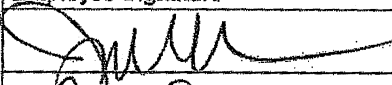
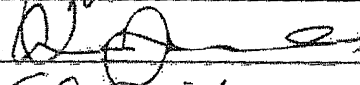
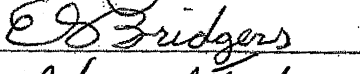
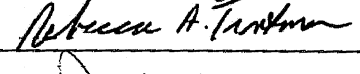
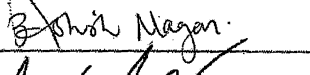
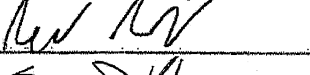


My signature verifies that I read and agree to comply with the state and federal laws on PAGES 1 and 2 of this form. I further understand that failure to comply with these laws may result in my being barred from accessing Franchise Tax Board (FTB), Internal Revenue Service (IRS), or other information provided by FTB and could result in criminal prosecution.

I accept responsibility for having all company employees who will work with FTB, IRS, or other information provided by FTB read these laws, and agree to comply with them by signing and dating this statement or an attached signatory sheet.

I understand that it is my responsibility to retain this document and all signatures throughout the contracted period with FTB. I also understand it is my responsibility to ensure that all new employees read these laws and agree to comply with them before working with FTB, IRS, or other information provided by FTB by signing and dating this document or an attached signatory sheet.

Name (print) Jim Manker	Company Name and Title Director of Corporate Relations, CSAC-Finance Corporation
Signature 	Date 09/04/2018

My signature verifies that I have read and agree to comply with the state and federal laws on PAGES 1 and 2 of this form. I further understand that failure to comply with these laws may result in my being barred from accessing Franchise Tax Board (FTB), Internal Revenue Service (IRS), or other information provided by FTB and could result in criminal prosecution.

Employee Signature	Print Name	Date
	Jim Manker	09/04/2018
	Alan Fernandes	09/04/2018
	Spencer Bridgers	09/04/2018
	Rebecca Troutman	09/04/2018
	Ashish Nagar	09/04/2018
	Ryan Upham	09/04/2018
	Sean Klein	09/04/2018
	Taylor Griffin	09/10/18



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: 15.

MEETING DATE: 8/20/2019

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

Receive presentation of the 2019 San Benito County Homeless Census Executive Summary Report.

SBC FILE NUMBER: 130

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

As an official member of the Salinas/Monterey/San Benito County Continuum of Care (CoC) since 2011, San Benito County is required to conduct a point in time "homeless census" every two years. The point in time "homeless census" took place on January 31, 2019 in collaboration with community partners and approximately 20 volunteers and staff members. This year's count included homeless individuals in emergency shelters, living on the streets, in encampments, in vehicles and other locations deemed as unsuitable for human habitation.

Attached is the final executive summary report of the 2019 Homeless Census for San Benito County and as a comparison, the results from the 2017 Homeless Census. The highlights of the

2019 report include 1) the homeless count changed from 527 to 283 homeless individuals reflecting a decrease of 244 or 46%, 2) a finding that 85% of the homeless population were prior residents of San Benito County, 3) a finding that 40% report they are first time homeless, 4) 73% (206) reported that financial issues (job loss, eviction...etc.) was the primary event or condition that led to homelessness; 5) 15 homeless individuals reported being a veteran who have served on active duty in their lifetime, 6) 15% (42) comprised of children under the age of 18; and 7) 70% of the homeless are unemployed.

The Homeless census is an important planning tool for San Benito County to assist in planning for programs to alleviate homelessness within the County.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

\$0

STAFF RECOMMENDATION:

1. Allow staff the presentation of 2019 San Benito County Homeless Census Executive Summary Report
2. Accept the 2019 San Benito County Homeless Census Executive Summary Report as presented.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
2019 Homeless Census Report	8/8/2019	Cover Memo
2017 Homeless Census Report	8/8/2019	Cover Memo

San Benito County

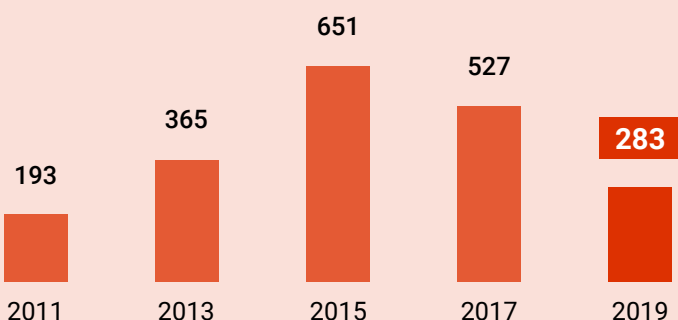
Homeless Census & Survey

2019 Executive Summary

Every two years, during the last 10 days of January, communities across the country conduct comprehensive counts of the local homeless populations in order to measure the prevalence of homelessness in each local Continuum of Care.

The 2019 San Benito County Point-in-Time Count was a community-wide effort conducted on January 31st, 2019. In the weeks following the street count, a survey was administered to 121 unsheltered and sheltered individuals experiencing homelessness in order to profile their experience and characteristics.

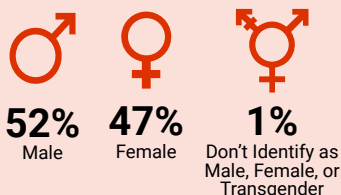
Census Population: Longitudinal Trend



Age



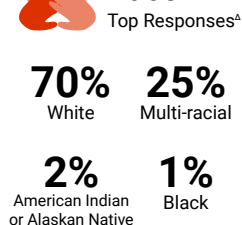
Gender



LGBTQ+ Status



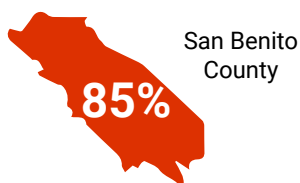
Race



Ethnicity

57%
Latinx/
Hispanic

Residence Prior to Homelessness



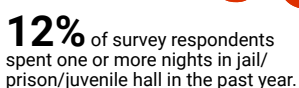
Length of Time in San Benito County



Foster Care



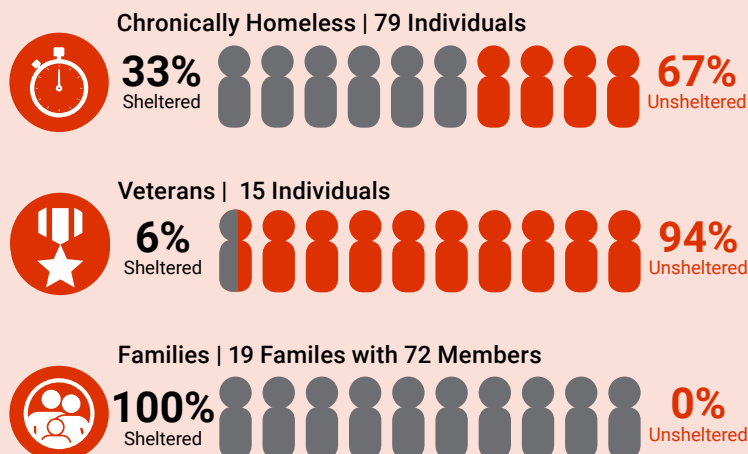
Justice System Involvement



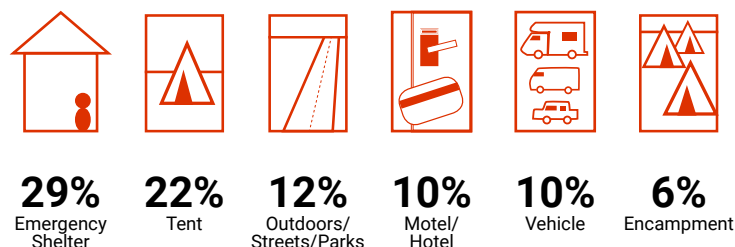
2019 Sheltered/ Unsheltered Population



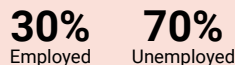
Subpopulation* Data



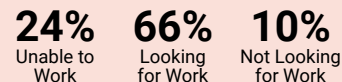
Accommodation on Count Night



Employment Status



Unemployment Status



Primary Event or Condition That Led to Homelessness⁺

Top 7 Responses^Δ

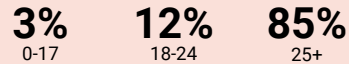


First Episode of Homelessness



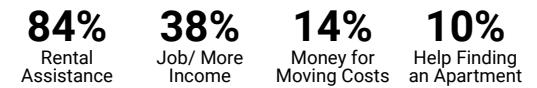
40% of survey respondents indicated their current episode of homelessness was their first.

Age at First Episode of Homelessness



Ways to Obtain Permanent Housing⁺

Top 4 Responses^Δ



Duration of Current Episode of Homelessness



Self Reported Health⁺

Current health conditions that may affect the housing stability or employment of those experiencing homelessness.



32%
Depression



17%
Other Psychiatric/ Emotional Conditions



15%
Alcohol & Drug Use



10%
Post-Traumatic Stress Disorder



14%
Chronic Health Problems



16%
Physical Disability



7%
Traumatic Brain Injury



2%
HIV/ AIDS Related Illness

Disabling Conditions

23% of survey respondents reported having at least one disabling condition.



A disabling condition is defined by HUD as a developmental disability, HIV/ AIDS, or a long-term physical or mental impairment that impacts a person's ability to live independently, but could be improved with stable housing.

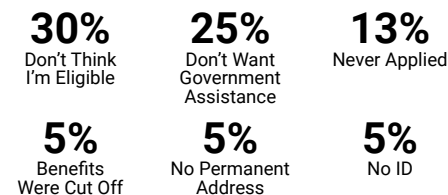
Services and Assistance



79%
of survey respondents reported receiving government benefits.

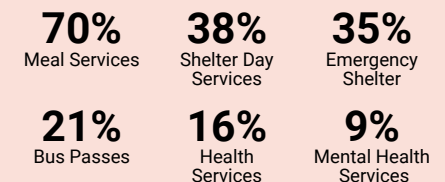
Reasons for Not Receiving Any Government Assistance⁺

Top 6 Responses^Δ



Services Currently Accessing⁺

Top 6 Responses^Δ



*Subpopulation Definitions

Chronically Homeless

An individual with one or more disabling conditions or a family with a head of household with a disabling condition who:

- » Has been continuously homeless for 1 year or more and/or;
- » Has experienced 4 or more episodes of homelessness within the past 3 years.

Veterans

Persons who have served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

Families

A household with at least one adult member (persons 18 or older) and at least one child member (persons under 18).

Unaccompanied Youth & Young Adults

Youth under the age of 18 and young adults between the ages of 18 and 24 years old (TAY) who are experiencing homelessness and living without a parent or legal guardian.

+ Multiple response question, results may not add up to 100%.

Δ Only displaying top responses, all response data will be available in full report.

Note: Some percentages have been rounded so total percentage will equal 100%.

SAN BENITO COUNTY

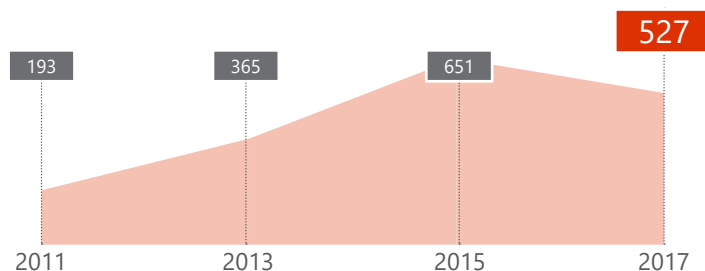
2017 HOMELESS CENSUS & SURVEY

EXECUTIVE SUMMARY

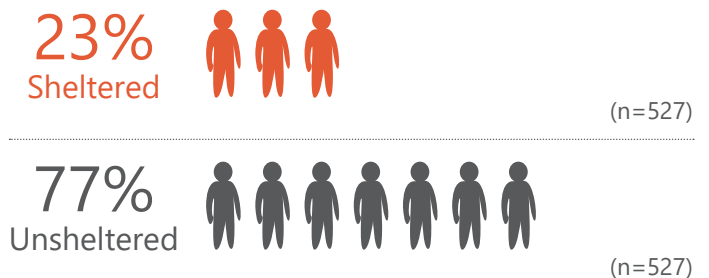
Every two years, during the last 10 days of January, communities across the country conduct comprehensive counts of the local homeless populations in order to measure the prevalence of homelessness in each local Continuum of Care.

The 2017 San Benito County Point-in-Time Count was a community-wide effort conducted on January 25, 2017. In the weeks following the street count, a survey was administered to 121 unsheltered and sheltered homeless individuals, in order to profile their experience and characteristics.

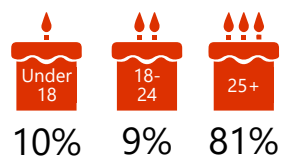
Census Population: Longitudinal Trend



2017 Sheltered/Unsheltered Population

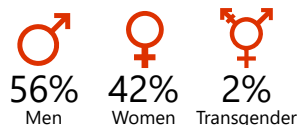


Age



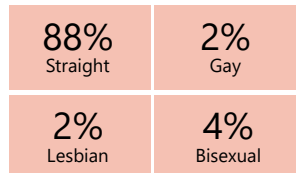
Gender

(Top 3 Responses)



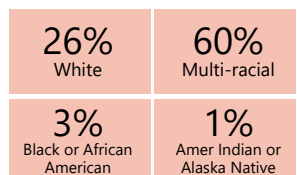
Sexual Orientation

(Top 4 Responses)

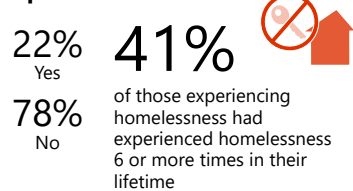


Race/Ethnicity

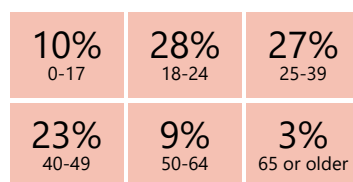
(Top 4 Responses)



First Homelessness Episode



Age at First Episode of Homelessness



Justice System Involvement



Foster Care



Subpopulation Data*



Chronically Homeless | 403 Individuals



Veterans | 14 Individuals



Families | 24 Families with 95 members



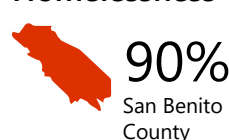
Unaccompanied Children | 0 Individuals



Transition-Age Youth | 29 Individuals



Residence Prior to Homelessness



Length of Time in San Benito County

(of those living in San Benito County prior to becoming homeless, use caution when interpreting, due to small sample size.)



Duration of Current Episode of Homelessness



4%
30 days or less

23%
1-11 months

73%
1 year or more

Primary Event or Condition That Led to Homelessness (Top 6 Responses)



32% Legal Issues	30% Divorce/ Separation/ Break Up	28% Financial Issues
24% Alcohol or drug use	17% Incarceration	17% Physical Health Issues

Not Interested in Housing

11%

of survey respondents said they were not interested in **Independent, Affordable Rental Housing or Housing with Supportive Services.**

Obstacles to Permanent Housing (Top 4 Responses)



73% Couldn't afford rent	18% No job/ income
18% No housing availability	10% Bad Credit

What is a disabling condition?



28%

of survey respondents reported a disabling condition

A disabling condition is defined here as a physical disability, mental illness, chronic depression, alcohol or drug abuse, chronic health problems, HIV/AIDS, Post-Traumatic Stress Disorder (PTSD), or a developmental disability.

Health Conditions

Current health conditions affecting housing stability or employment.

(Note: Multiple response question, numbers will not total to 100%)



32%
Drug or alcohol abuse



22%
Chronic health problems



20%
Post-Traumatic Stress Disorder



20%
Physical disability



12%
Emotional or mental condition



10%
Traumatic brain injury



2%
AIDS/HIV related

Employment

Employment

18% Employed full-time

82% Unemployed

If Unemployed, Currently...

23% Unable to work

64% Looking for work

14% Not looking for work



Services and Assistance



68%

of survey respondents reported receiving government benefits

Reasons for Not Receiving Any Government Assistance (Top 6 Responses)

43% Don't want	21% Don't think I'm eligible
21% Don't have ID	18% No permanent address
18% Don't know where to go	7% Never Applied

Services Currently Accessing (Top 6 Responses)

48% Emergency Shelter	27% Free meals
20% Bus pass	16% Shelter day services
6% Health services	5% Mental health services

*Subpopulation Definitions

Chronically Homeless

An individual with a disabling condition or a family with a head of household with a disabling condition who:

- » Has been continuously homeless for 1 year or more and/or;
- » Has experienced 4 or more episodes of homelessness within the past 3 years.

Veterans

Persons who have served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

Families

A household with at least one adult member (persons 18 or older) and at least one child member (persons under 18).

Unaccompanied Children

Children under the age of 18 who are homeless and living without a parent or legal guardian.

Transition-Age Youth

Young adults between the ages of 18 and 24 years old.



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: 16.

MEETING DATE: 8/20/2019

DEPARTMENT: TREASURER/TAX COLLECTOR

DEPT HEAD/DIRECTOR: Melinda L. Casillas

AGENDA ITEM PREPARER: Melinda L. Casillas

SBC DEPT FILE NUMBER: 685.2

SUBJECT:

TREASURER/TAX COLLECTOR - M CASILLAS

Receive presentation of FY 2019 Tax Collections statistics and Adopt Resolution approving Request for Discharge of Accountability of delinquent unsecured accounts.

SBC FILE NUMBER: 685.2

RESOLUTION NO: 2019-79

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

This presentation highlights the charges and collection activity in the Tax Collector division. Property taxes are assessed in the areas of Secured, Unsecured, and Supplemental values. Once the charges (receivables) remain unpaid as of the close of business on June 30 each year, they become delinquent. The Tax Collector then has the task of collecting on the delinquent accounts. Most County Tax Collectors discharge older Delinquent Unsecured unpaid taxes on an annual basis. The request for this year is to discharge such unpaid Delinquent Unsecured bills for a net total of \$391,470.95. These represent unsecured property bills from 2002-2009; that are now inactive accounts, minimal dollar-wise, and only represent 1-3 years of unpaid taxes within the

criteria years.

The unpaid Delinquent Unsecured Taxes represent less than 1% of all the dollars the Tax Collector division is charged with collecting payments for. These taxes do not become part of a tax sale.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is requested that the Board of Supervisors:

- 1) Accept and discuss FY 2019 tax collection information;
- 2) Adopt Resolution for Discharge of Accountability of Delinquent Unsecured Accounts in the net amount of \$391,470.95 for unpaid taxes related to years 2002 to 2009, and authorize the Chair to sign it.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
presentation	8/14/2019	Cover Memo
discharge request	8/15/2019	Cover Memo
verification	8/15/2019	Cover Memo
DISCHARGE PROPOSAL	8/12/2019	Cover Memo
Board Resolution	8/15/2019	Resolution

Tax Collector

Fiscal Year Ended 06/30/2019

TAX COLLECTOR

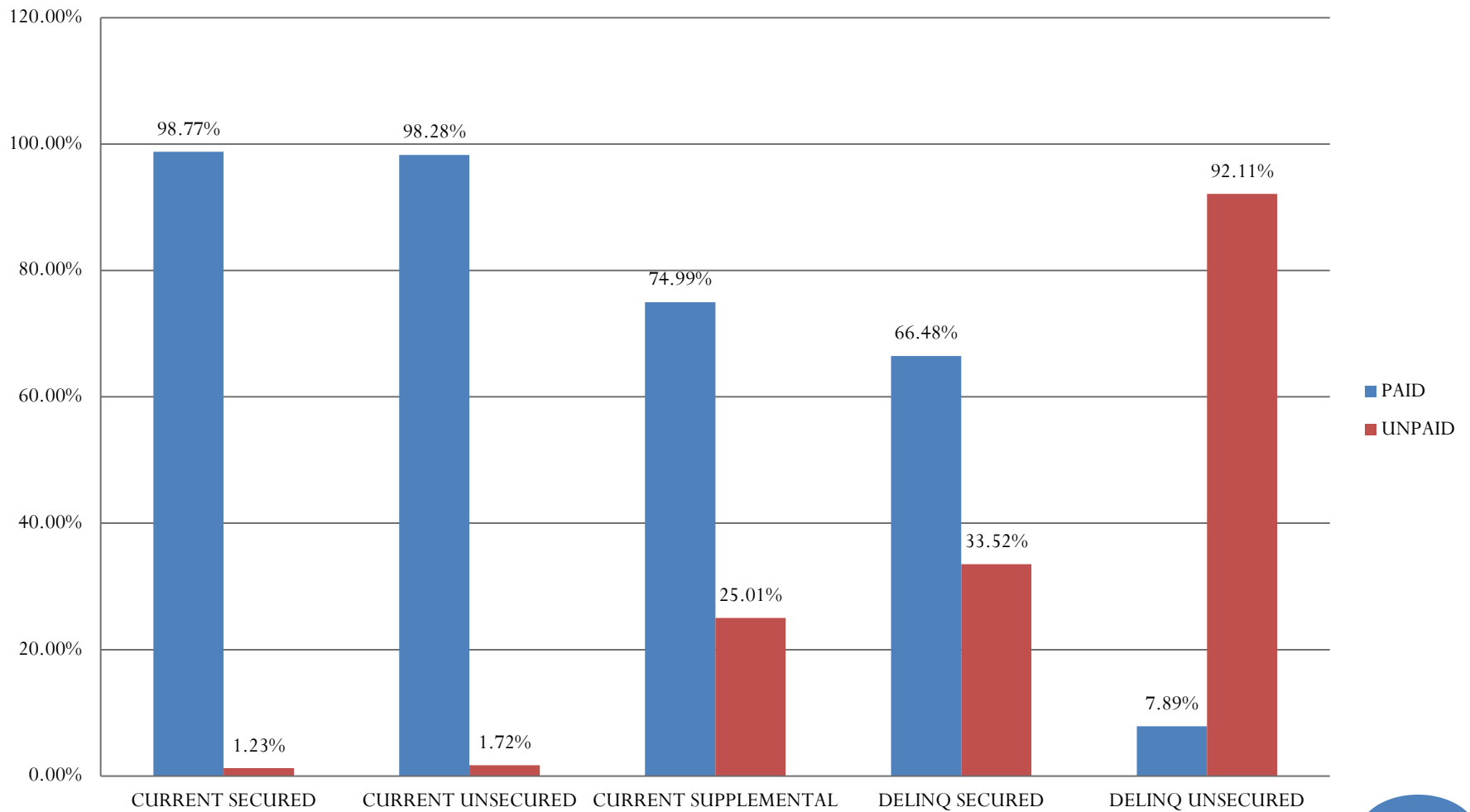


The County Tax Collector is an elected official governed by the Revenue and Taxation Code and is responsible for the billing and collection of all real and personal property taxes. These taxes include Secured, Unsecured, Supplemental, and Delinquent bills.

The Tax Collector is also responsible for the auction of all tax defaulted properties.

As of July 1, 2019 the Tax Collector is responsible for the Business License Tax program approved by the voters in November 2018 known as Measure H.

SAN BENITO COUNTY OFFICE OF THE TAX COLLECTOR
AS OF JUNE 30, 2019
PAID & UNPAID TAXES BY TYPE



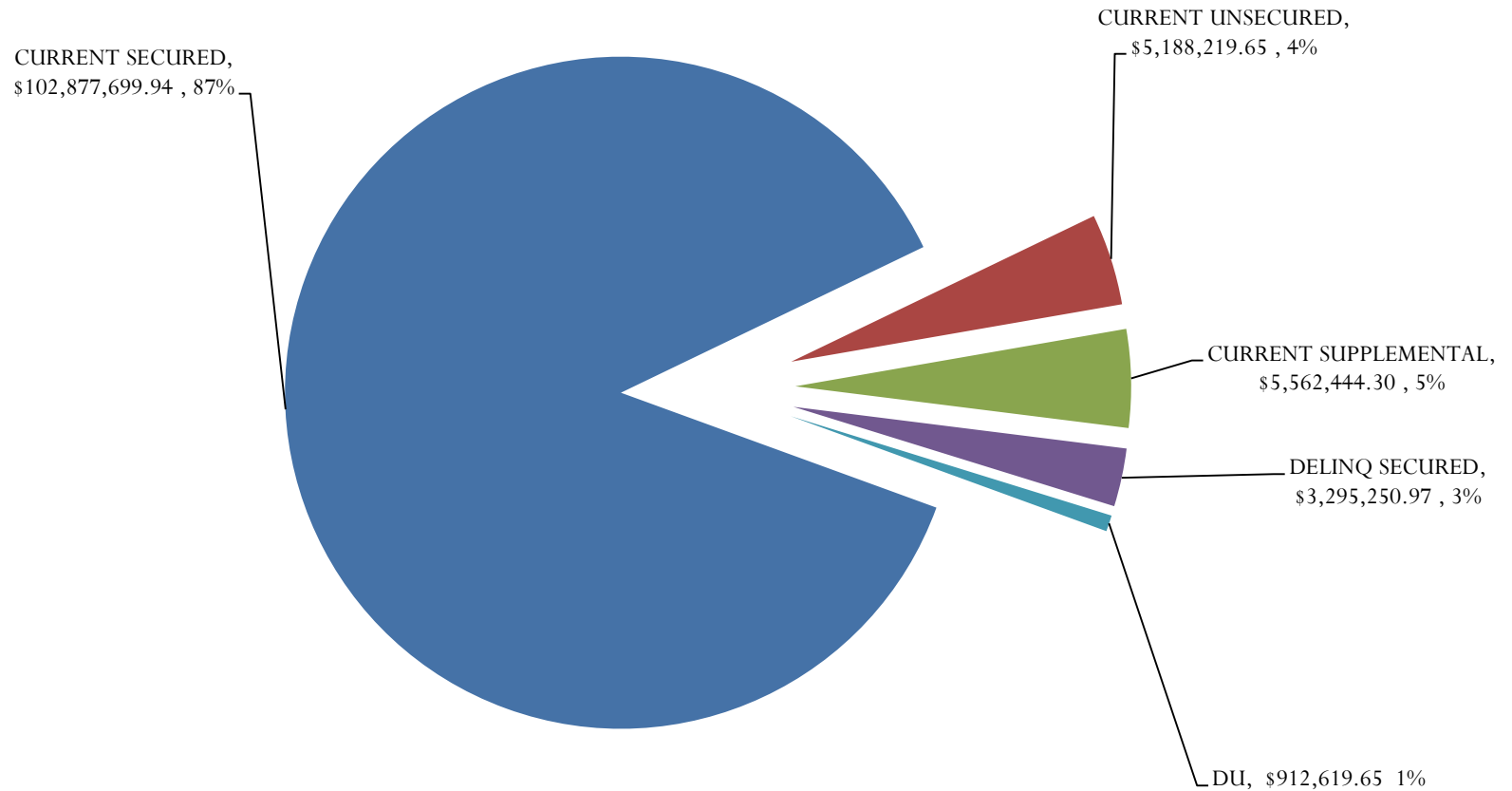
SAN BENITO COUNTY TAX COLLECTOR

As of June 30, 2019

EACH TYPE OF RECEIVABLE

Approximately \$118 Million

Average Collection Rate 96%



SAN BENITO COUNTY TAX COLLECTOR

2019

NUMERICAL DATA

	UNPAID			PAID							
	30-Jun % OF TOTAL			30-Jun % OF TOTAL			TOTAL	PAID	UNPAID	% OF TOTAL BILLED	
	UNPAID			PAID							
CURRENT SECURED	\$ 1,264,751.70	27%		\$ 101,612,948.24	90%		\$ 102,877,699.94	98.77%	1.23%	87.30%	
CURRENT UNSECURED	\$ 89,275.69	2%		\$ 5,098,943.96	5%		\$ 5,188,219.65	98.28%	1.72%	4.40%	
CURRENT SUPPLEMENTAL	\$ 1,391,029.06	30%		\$ 4,171,415.24	4%		\$ 5,562,444.30	74.99%	25.01%	4.72%	
DELINQ SECURED	\$ 1,104,478.32	24%		\$ 2,190,772.65	2%		\$ 3,295,250.97	66.48%	33.52%	2.80%	
DELINQ UNSECURED	\$ 842,300.38	18%		\$ 72,115.27	0%		\$ 914,415.65	7.89%	92.11%	0.78%	
TOTAL	\$ 4,691,835.15	100%		\$ 113,146,195.36	100%		\$ 117,838,030.51			100.00%	

SUPPLEMENTAL BILLS

❖ What are "supplemental" property taxes?

"Supplemental" taxes are additional secured taxes that are due when property undergoes a change in ownership or new construction. The additional tax is owed because the County Assessor is required to adjust the January 1 value to reflect the new value of the property.

❖ How are the supplemental tax amounts determined?

The difference between the new value and the old January 1 value is multiplied by a proration factor. The proration factor is the percentage of months remaining in the fiscal year. This result is then multiplied by the tax rate (usually 1% plus voter approved indebtedness) to determine the supplemental tax amount due.

❖ When should I expect my supplemental tax bill(s)?

Most supplemental bills are mailed within nine (9) months after a change in ownership or new construction. You should receive a Notification of Supplemental Assessment approximately sixty (60) days before the bill is mailed.

❖ I have an impound account, will my lender pay the Supplemental bill?

No, you, the homeowner is responsible for the payment of the Supplemental bill. The Supplemental bill is not sent to the lender. Some lenders will pay the Supplemental bill if notified by the homeowner.

NEW COMMUNICATIONS & INFORMATION

- ❖ BILINGUAL SERVICES PROVIDED IN OFFICE
- ❖ NEW ANSWERING MACHINE MESSAGE
 - RETURNING CALLS
 - BILINGUAL MESSAGE
- ❖ BILINGUAL INSERTS
 - ❖ UNSECURED
 - ❖ SUPPLEMENTALS
 - ❖ SECURED
- ❖ TARGETED DELINQENT AREAS
 - ❖ 5 YEAR DEFAULTED PROPERTYS THAT COULD BE ON A TAX SALE
 - ❖ UNPAID 1ST INSTALLMENTS OF SUPPLEMENTAL BILLS REMINDER

DELINQUENT UNSECURED

The Delinquent Unsecured Taxes Receivables equaled approximately \$912,620 not including interest and miscellaneous costs.

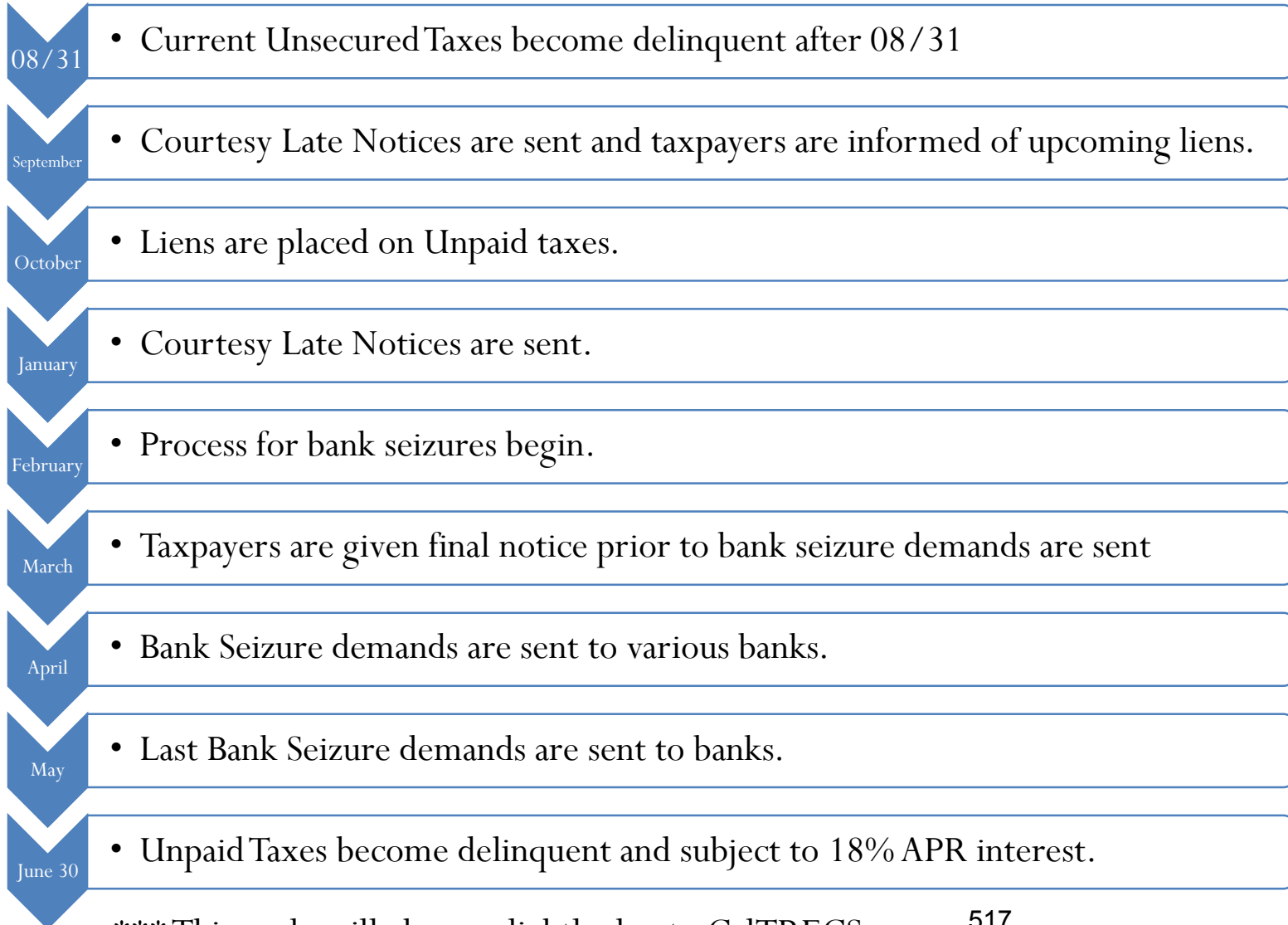
The Collection Rate for these taxes in 2018-2019 was 7.88% which equals \$72,115.

These Delinquent Taxes date from 2002-2018.

Unsecured Taxes can be subject to liens and bank seizures.

- Liens are good for 10 years, and can be extended for another 10 years.
- Bank seizures can be demanded for 3 years, including the current year's unpaid taxes as of 09/01/XX.
- As of September 2019, we will be working with CalTRECS for assistance with collection efforts. CalTRECS is a division of CSAC that intercepts State Tax Refunds, Lottery winnings, and SCO unclaimed property.

UNSECURED TAXES ANNUAL CYCLE



*** This cycle will change slightly due to CalTRECS process.⁵¹⁷

PROPOSED DISCHARGE OF DELINQUENT UNSECURED TAXES AS OF JUNE 30, 2018

TOTAL UNPAID: \$842,300.38 (this represents less than 1% of all receivables)
We are adding \$89,276 as of July 1, 2019

PROPOSED NET DISCHARGE: \$391,470.95

CRITERIA OF PROPOSED DISCHARGE:

- DELINQUENT 10+ YEARS (prior to 2010)
- INACTIVE STATUS
- YEARS DELINQUENT 1-3 YEARS
- MINIMUM EXCEPTIONS TO ABOVE CRITERIA

***Discharged taxes can still be collected,
however, our options have become more limited.



PROPOSED DISCHARGE ANALYSIS

Approximately 696 Tax bills

Inactive : 197
\$65,873

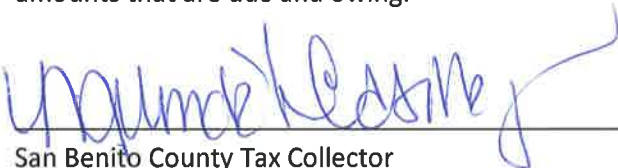
Mobile Homes: 284
\$151,387

Old 215
\$174,210

REQUEST FOR AND AUTHORIZATION OF DISCHARGE OF ACCOUNTABILITY

SAN BENITO COUNTY TAX COLLECTOR

The following have failed to pay unsecured property taxes in the sum of \$391,470.95 duly assessed for the years 2002-2010. I believe that further collection effort would be nonviable. I hereby request a discharge of accountability in accordance with provisions of California Revenue and Taxation Code Section 2923. Such discharge would not release the person/s named herein from the payments of any amounts that are due and owing.



San Benito County Tax Collector

State of California

Executed at 11:00 AM, San Benito County this 15th day of August 2019.

_____ Approved

_____ Not Approved

Attest: San Benito County Board of Supervisors

Clerk of the Board of Supervisors

By: _____
Deputy

Seal

VERIFICATION
(Government Code Section 25258 (e))

I, Melinda L. Casillas, apply for discharge for accountability for the collection thereof and attest that the facts stated on the application and Attachment A are true and correct to the best of my knowledge.



Melinda L. Casillas
Treasurer/Tax Collector/PA
County of San Benito, California



Date

**County of SAN BENITO
UNPAID PARCEL DETAIL**

Asmt	Year	DUE DATE	Total	PROPOSED	MONIES RECEIVED	NET WRITE OFF	CRITERIA
800-001-022-000	2007	8/31/2007	5,336.85	\$ 5,336.85			YEAR
800-001-032-000	2004	8/31/2004	282.87				
800-001-032-000	2005	8/31/2005	300.25	\$ 583.12			YEAR
800-001-046-000	2007	8/31/2007	253.90				
800-001-046-000	2008	8/31/2008	322.32	\$ 576.22			INACTIVE
800-001-059-000	2005	8/31/2005	58.28				
800-001-059-000	2006	8/31/2006	65.95				
800-001-059-000	2007	8/31/2007	66.01				
800-001-059-000	2008	8/31/2008	66.09	\$ 256.33			INACTIVE
800-001-060-000	2004	8/31/2004	288.44				
800-001-060-000	2005	8/31/2005	271.24	\$ 559.68			YEAR
800-001-064-000	2009	8/31/2009	115.57	\$ 115.57			INACTIVE
800-001-065-000	2006	8/31/2006	284.52	\$ 284.52			INACTIVE
800-001-067-000	2006	8/31/2006	63.43				
800-001-067-000	2007	8/31/2007	63.48	\$ 126.91	5.68		INACTIVE
800-001-069-000	2005	8/31/2005	123.29	\$ 123.29			YEAR
800-001-071-000	2007	8/31/2007	63.48	\$ 63.48			YEAR
800-001-084-000	2007	8/31/2007	63.48				
800-001-084-000	2008	8/31/2008	63.54	\$ 127.02			INACTIVE
800-001-087-000	2008	8/31/2008	1,083.46				
800-001-087-000	2009	8/31/2009	1,155.77	\$ 2,239.23			INACTIVE
800-001-097-000	2004	8/31/2004	108.56		112.20		
800-001-097-000	2005	8/31/2005	115.47				
800-001-097-000	2008	8/31/2008	102.23		44.43		
800-001-097-000	2009	8/31/2009	85.17				
800-001-097-000	2010	8/31/2010	75.64	\$ 487.07			INACTIVE
800-001-152-000	2006	8/31/2006	586.23	\$ 586.23			YEAR
800-001-164-000	2008	8/31/2008	351.57	\$ 351.57			INACTIVE
800-001-187-000	2004	8/31/2004	95.00	\$ 95.00			INACTIVE
800-001-194-000	2004	8/31/2004	83.83	\$ 83.83			YEAR
800-001-196-000	2005	8/31/2005	449.30				
800-001-196-000	2006	8/31/2006	674.73				
800-001-196-000	2007	8/31/2007	714.05				
800-001-196-000	2008	8/31/2008	699.39				
800-001-196-000	2010	8/31/2010	625.62	\$ 3,163.09	670.73		INACTIVE
800-001-197-000	2005	8/31/2005	823.20				
800-001-197-000	2008	8/31/2008	1,006.50	\$ 1,829.70			INACTIVE
800-001-204-000	2006	8/31/2006	63.43	\$ 63.43			YEAR
800-001-210-000	2009	8/31/2009	70.05				
800-001-210-000	2010	8/31/2010	77.34				
800-001-210-000	2011	8/31/2011	77.92				
800-001-210-000	2012	8/31/2012	82.33				
800-001-210-000	2013	8/31/2013	99.31	\$ 406.95			INACTIVE
800-001-211-000	2008	8/31/2008	125.45				
800-001-211-000	2009	8/31/2009	114.09	\$ 239.54			INACTIVE
800-001-322-000	2005	8/31/2005	152.00	\$ 152.00			YEAR
800-001-332-000	2004	8/31/2004	244.24	\$ 244.24	186.44		YEAR
800-001-428-000	2009	8/31/2009	1,313.57	\$ 1,313.57			YEAR
800-001-449-000	2004	8/31/2004	61.37	\$ 61.37			YEAR
800-001-450-000	2007	8/31/2007	77.72				
800-001-450-000	2014	8/31/2014	512.05		633.79		
800-001-450-000	2017	8/31/2017	954.10	\$ 1,543.87			INACTIVE
800-001-456-000	2006	8/31/2006	968.88	\$ 968.88			INACTIVE
800-001-458-000	2007	8/31/2007	546.36	\$ 546.36	488.56		YEAR
800-001-458-000	2016	8/31/2016	1,347.03	\$ 1,347.03	1,542.09		PAID, INTEREST O/S
800-001-459-000	2004	8/31/2004	212.34	\$ 212.34			CLOSED
800-001-465-000	2004	8/31/2004	447.30	\$ 447.30			INACTIVE
800-001-466-000	2007	8/31/2007	517.23				
800-001-466-000	2008	8/31/2008	507.34	\$ 1,024.57			YEAR
800-001-469-000	2008	8/31/2008	1,026.49	\$ 1,026.49			INACTIVE
800-001-470-000	2009	8/31/2009	358.24				
800-001-470-000	2010	8/31/2010	397.56	\$ 755.80			INACTIVE
800-001-480-000	2004	8/31/2004	128.27				
800-001-480-000	2007	8/31/2007	179.63				
800-001-480-000	2008	8/31/2008	174.76				
800-001-480-000	2009	8/31/2009	231.15	\$ 713.81	70.47		INACTIVE
800-001-488-000	2006	8/31/2006	2,536.40	\$ 2,536.40			YEAR
800-001-491-000	2005	8/31/2005	64.19	\$ 64.19			YEAR
800-001-494-000	2008	8/31/2008	409.26				
800-001-494-000	2009	8/31/2009	462.30				
800-001-494-000	2010	8/31/2010	510.52	\$ 1,382.08			INACTIVE
800-001-498-000	2010	8/31/2010	319.07				
800-001-498-000	2011	10/22/2011	123.89				

800-001-498-000	2012 11/5/2014	118.26			
800-001-498-000	2013 11/5/2014	108.24			
800-001-498-000	2014 11/5/2014	103.44			
800-001-498-000	2015 8/31/2015	152.27			
800-001-498-000	2016 8/31/2016	149.94	\$ 1,075.11		INACTIVE
800-001-509-000	2008 8/31/2008	1,323.63	\$ 1,323.63		INACTIVE
800-001-511-000	2007 8/31/2007	693.63			
800-001-511-000	2008 8/31/2008	756.58	\$ 1,450.21		INACTIVE
800-001-521-000	2008 8/31/2008	1,638.36			
800-001-521-000	2009 8/31/2009	746.62	\$ 2,384.98		YEAR
800-001-543-000	2004 8/31/2004	1,196.33			
800-001-543-000	2005 8/31/2005	1,173.00			
800-001-543-000	2007 8/31/2007	1,135.92			
800-001-543-000	2008 8/31/2008	1,346.02			
800-001-543-000	2009 8/31/2009	1,733.65			
800-001-543-000	2010 8/31/2010	1,914.46			
800-001-543-000	2011 8/31/2011	1,925.92	\$ 10,425.30		INACTIVE
800-001-552-000	2005 8/31/2005	280.40	\$ 280.40		YEAR
800-001-556-000	2006 8/31/2006	433.57			
800-001-556-000	2007 8/31/2007	437.62			
800-001-556-000	2008 8/31/2008	418.68	\$ 1,289.87		INACTIVE
800-001-558-000	2010 8/31/2010	89.35	\$ 89.35		INACTIVE
800-001-579-000	2003 8/31/2003	1,072.47	\$ 1,072.47	3,008.20	YEAR
800-001-581-000	2005 8/31/2005	200.48	\$ 200.48		YEAR
800-001-611-000	2005 8/31/2005	136.96			
800-001-611-000	2008 8/31/2008	130.32	\$ 267.28		INACTIVE
800-001-622-000	2006 8/31/2006	265.30			
800-001-622-000	2007 8/31/2007	267.27			
800-001-622-000	2008 8/31/2008	267.36			
800-001-622-000	2009 9/10/2011	288.94	\$ 1,088.87		YEAR, CLOSED
800-001-625-000	2004 8/31/2004	344.61			
800-001-625-000	2005 8/31/2005	463.02			
800-001-625-000	2006 8/31/2006	470.91			
800-001-625-000	2007 8/31/2007	463.44	\$ 1,741.98		YEAR
800-001-637-000	2000 8/31/2000	930.85	\$ 930.85		YEAR, CLOSED
800-001-641-000	2007 8/31/2007	154.53	\$ 154.53		YEAR
800-001-655-000	2004 8/31/2004	83.08	\$ 83.08		YEAR
800-001-657-000	2009 8/31/2009	80.91			
800-001-657-000	2010 8/31/2010	89.35	\$ 170.26		INACTIVE
800-001-658-000	2005 8/31/2005	400.54	\$ 400.54		YEAR
800-001-664-000	2006 8/31/2006	285.66	\$ 285.66		YEAR
800-001-675-000	2006 8/31/2006	108.44			
800-001-675-000	2007 8/31/2007	104.04	\$ 212.48		YEAR
800-001-686-000	2005 8/31/2005	245.27	\$ 245.27		YEAR
800-001-692-000	2005 8/31/2005	549.34	\$ 549.34		YEAR
800-001-693-000	2005 8/31/2005	69.32			
800-001-693-000	2006 8/31/2006	69.39			
800-001-693-000	2007 8/31/2007	70.87	\$ 209.58		YEAR
800-001-707-000	2004 8/31/2004	259.33	\$ 259.33		YEAR
800-001-711-000	2004 8/31/2004	483.81			
800-001-711-000	2005 8/31/2005	480.95			
800-001-711-000	2006 8/31/2006	484.42	\$ 1,449.18		YEAR
800-001-718-000	2004 8/31/2004	122.74			
800-001-718-000	2005 8/31/2005	123.29			
800-001-718-000	2006 8/31/2006	126.82	\$ 372.85		YEAR
800-001-720-000	2004 8/31/2004	61.37	\$ 61.37		YEAR
800-001-735-000	2005 8/31/2005	61.31			
800-001-735-000	2006 8/31/2006	62.81			
800-001-735-000	2007 8/31/2007	65.66			
800-001-735-000	2008 8/31/2008	192.62	\$ 382.40		INACTIVE
800-001-743-000	2004 8/31/2004	184.12			
800-001-743-000	2005 8/31/2005	184.93			
800-001-743-000	2006 8/31/2006	190.25			
800-001-743-000	2007 8/31/2007	190.43	\$ 749.73		YEAR
800-001-749-000	2004 8/31/2004	75.90			
800-001-749-000	2005 8/31/2005	83.89			
800-001-749-000	2006 8/31/2006	84.40			
800-001-749-000	2007 8/31/2007	88.23			
800-001-749-000	2008 8/31/2008	149.72	\$ 482.14		INACTIVE
800-001-757-000	2005 8/31/2005	61.64			
800-001-757-000	2006 8/31/2006	95.11			
800-001-757-000	2007 8/31/2007	94.00			
800-001-757-000	2008 8/31/2008	94.09	\$ 344.84		INACTIVE
800-001-767-000	2006 8/31/2006	63.43			
800-001-767-000	2007 8/31/2007	63.48			
800-001-767-000	2008 8/31/2008	63.54	\$ 190.45		INACTIVE
800-001-775-000	2006 8/31/2006	63.43			
800-001-775-000	2007 8/31/2007	63.48	\$ 126.91		YEAR
800-001-779-000	2007 8/31/2007	65.64			
800-001-779-000	2009 8/31/2009	71.64			

800-001-779-000	2010 8/31/2010	79.51			
800-001-779-000	2011 8/31/2011	79.93			
800-001-779-000	2012 8/31/2012	84.45	\$	381.17	INACTIVE
800-001-781-000	2006 8/31/2006	63.43	\$	63.43	YEAR
800-001-782-000	2005 8/31/2005	61.64	\$	61.64	YEAR
800-001-786-000	2007 8/31/2007	317.38			
800-001-786-000	2008 8/31/2008	317.75			
800-001-786-000	2009 8/31/2009	346.73			
800-001-786-000	2010 8/31/2010	382.89			
800-001-786-000	2011 8/31/2011	385.18	\$	1,749.93	INACTIVE
800-001-787-000	2006 8/31/2006	63.43			
800-001-787-000	2007 8/31/2007	63.48			
800-001-787-000	2008 8/31/2008	63.54			
800-001-787-000	2009 8/31/2009	86.66			
800-001-787-000	2010 8/31/2010	95.71			
800-001-787-000	2011 8/31/2011	96.29			
800-001-787-000	2012 8/31/2012	101.45			
800-001-787-000	2013 8/31/2013	122.35	\$	692.91	INACTIVE
800-001-788-000	2007 8/31/2007	63.48		102.20	
800-001-788-000	2008 8/31/2008	63.54			
800-001-788-000	2009 8/31/2009	92.45			
800-001-788-000	2010 8/31/2010	102.10			
800-001-788-000	2011 8/31/2011	102.71			
800-001-788-000	2012 8/31/2012	108.20			
800-001-788-000	2013 8/31/2013	130.51	\$	662.99	INACTIVE
800-001-795-000	2006 8/31/2006	125.60	\$	125.60	YEAR
800-001-798-000	2008 8/31/2008	966.71	\$	966.71	YEAR
800-001-799-000	2010 8/31/2010	846.65			
800-001-799-000	2011 8/31/2011	875.14	\$	1,721.79	INACTIVE
800-001-800-000	2006 8/31/2006	63.43			
800-001-800-000	2007 8/31/2007	63.48	\$	126.91	YEAR
800-001-802-000	2010 8/31/2010	1,021.04	\$	1,021.04	YEAR, 1-3 X S
800-001-805-000	2006 8/31/2006	66.62			
800-001-805-000	2007 8/31/2007	66.86	\$	133.48	INACTIVE
800-001-810-000	2007 8/31/2007	63.48			
800-001-810-000	2008 8/31/2008	63.54			
800-001-810-000	2009 8/31/2009	63.56	\$	190.58	INACTIVE
800-001-811-000	2008 8/31/2008	63.54	\$	63.54	INACTIVE
800-001-814-000	2009 8/31/2009	131.40	\$	131.40	INACTIVE
800-001-817-000	2007 8/31/2007	63.48	\$	63.48	YEAR
800-001-818-000	2007 8/31/2007	190.43			
800-001-818-000	2008 8/31/2008	190.65	\$	381.08	INACTIVE
800-001-827-000	2006 8/31/2006	1,332.13	\$	1,332.13	YEAR
800-001-831-000	2007 8/31/2007	362.86	\$	362.86	YEAR
800-001-847-000	2005 8/31/2005	64.88			
800-001-847-000	2007 8/31/2007	60.80			
800-001-847-000	2008 8/31/2008	59.63	\$	185.31	INACTIVE
800-001-853-000	2007 8/31/2007	63.48			
800-001-853-000	2008 8/31/2008	63.54			
800-001-853-000	2009 8/31/2009	69.34			
800-001-853-000	2010 8/31/2010	76.58			
800-001-853-000	2011 8/31/2011	77.03	\$	349.97	INACTIVE
800-001-854-000	2008 8/31/2008	63.54	\$	63.54	INACTIVE
800-001-855-000	2007 8/31/2007	63.48			
800-001-855-000	2008 8/31/2008	63.54			
800-001-855-000	2009 8/31/2009	57.79			
800-001-855-000	2010 8/31/2010	63.82	\$	248.63	INACTIVE
800-001-860-000	2004 8/31/2004	16,818.45			
800-001-860-000	2005 8/31/2005	16,790.70			
800-001-860-000	2006 8/31/2006	16,359.20	\$	49,968.35	YEARS
800-001-868-000	2007 8/31/2007	57.77			
800-001-868-000	2008 8/31/2008	149.51	\$	207.28	INACTIVE
800-001-876-000	2013 8/31/2013	930.28			
800-001-876-000	2014 8/31/2014	298.90	\$	1,229.18	INACTIVE
800-001-877-000	2004 8/31/2004	1,365.24	\$	1,365.24	YEAR
800-001-899-000	2004 8/31/2004	730.31			
800-001-899-000	2005 8/31/2005	732.33			
800-001-899-000	2006 8/31/2006	750.78	\$	2,213.42	YEAR
800-001-901-000	2005 8/31/2005	308.22			
800-001-901-000	2006 8/31/2006	317.06	\$	625.28	YEAR
800-001-904-000	2005 8/31/2005	3,082.18	\$	3,082.18	YEAR
800-001-905-000	2004 8/31/2004	3,298.70	\$	3,298.70	YEAR
800-001-908-000	2007 8/31/2007	131.25			
800-001-908-000	2008 8/31/2008	131.27	\$	262.52	INACTIVE
800-001-996-000	2004 8/31/2004	2,644.77	\$	2,644.77	INACTIVE
800-002-011-000	1999 8/31/1999	3,185.41	\$	3,185.41	YEAR
800-002-035-000	2004 8/31/2004	182.91			
800-002-035-000	2005 8/31/2005	184.22	\$	367.13	YEAR
800-002-041-000	2004 8/31/2004	1,079.05	\$	1,079.05	YEAR
800-002-045-000	2006 8/31/2006	2,959.22			

800-002-045-000	2007 8/31/2007	2,980.01	\$	5,939.23		YEAR
800-002-053-000	2012 8/31/2012	202.88	\$	202.88		INACTIVE
800-002-055-000	2004 8/31/2004	2,663.99	\$	2,663.99		YEAR
800-002-068-000	2003 8/31/2003	150.71	\$	150.71		YEAR
800-002-069-000	2002 8/31/2002	159.39	\$	159.39		YEAR
800-002-088-000	2010 8/31/2010	139.10	\$	139.10		1X
800-002-090-000	2006 8/31/2006	126.82	\$	126.82		YEAR
800-002-093-000	2006 8/31/2006	485.96	\$	485.96		YEAR
800-002-096-000	2006 8/31/2006	317.06				
800-002-096-000	2007 8/31/2007	317.38				
800-002-096-000	2008 8/31/2008	317.75	\$	952.19		INACTIVE
800-002-102-000	2007 8/31/2007	65.64	\$	65.64		INACTIVE
800-002-106-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-002-107-000	2007 8/31/2007	65.64	\$	65.64		YEAR
800-002-109-000	2007 8/31/2007	634.78	\$	634.78		YEAR
800-002-129-000	2011 8/31/2011	1,217.95			2,081.59	PAID, INTEREST NOT COVERED
800-002-129-000	2013 8/31/2013	1,483.00	\$	2,700.95	2,049.24	PAID, INTEREST NOT COVERED
800-002-138-000	2007 8/31/2007	884.48				
800-002-138-000	2008 8/31/2008	827.95				
800-002-138-000	2009 8/31/2009	924.61				
800-002-138-000	2010 8/31/2010	1,021.04				
800-002-138-000	2011 9/24/2014	747.76	\$	4,405.84		INACTIVE
800-002-149-000	2006 8/31/2006	74.75				
800-002-149-000	2007 8/31/2007	73.39				
800-002-149-000	2008 8/31/2008	69.75	\$	217.89		INACTIVE
800-002-178-000	2006 8/31/2006	63.43				
800-002-178-000	2007 8/31/2007	63.48	\$	126.91		INACTIVE
800-002-180-000	2007 8/31/2007	63.48				
800-002-180-000	2008 8/31/2008	63.54	\$	127.02		INACTIVE
800-002-196-000	2010 8/31/2010	1,143.23	\$	1,143.23		INACTIVE
800-002-197-000	2007 8/31/2007	63.48				
800-002-197-000	2008 8/31/2008	63.54	\$	127.02		INACTIVE
800-002-198-000	2006 8/31/2006	62.81				
800-002-198-000	2007 8/31/2007	65.66				
800-002-198-000	2008 8/31/2008	64.19	\$	192.66		INACTIVE
800-002-203-000	2002 8/31/2002	163.03	\$	163.03		YEAR
800-002-213-000	2005 8/31/2005	685.92	\$	685.92		INACTIVE
800-002-221-000	2009 8/31/2009	57.79				
800-002-221-000	2010 8/31/2010	63.82				
800-002-221-000	2011 8/31/2011	64.19				
800-002-221-000	2012 8/31/2012	67.62	\$	253.42		INACTIVE
800-002-226-000	2008 8/31/2008	254.19	\$	254.19		INACTIVE
800-002-227-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-002-242-000	2008 8/31/2008	63.54				
800-002-242-000	2009 8/31/2009	69.34				
800-002-242-000	2010 8/31/2010	76.58				
800-002-242-000	2011 8/31/2011	77.03				
800-002-242-000	2012 8/31/2012	81.14				
800-002-242-000	2013 8/31/2013	97.88				
800-002-242-000	2014 8/31/2014	77.49	\$	543.00		INACTIVE
800-002-249-000	2009 8/31/2009	71.64			75.00	
800-002-249-000	2010 8/31/2010	79.51				
800-002-249-000	2011 8/31/2011	79.93				
800-002-249-000	2012 8/31/2012	84.45				
800-002-249-000	2013 8/31/2013	101.62			9.35	
800-002-249-000	2014 8/31/2014	80.46	\$	497.61		INACTIVE
800-002-250-000	2008 8/31/2008	62.72	\$	62.72		INACTIVE
800-002-265-000	2008 8/31/2008	65.63	\$	65.63		INACTIVE
800-002-275-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-002-279-000	2008 8/31/2008	381.29	\$	381.29		INACTIVE
800-002-288-000	2015 8/31/2015	106.71	\$	106.71		INACTIVE
800-002-296-000	2008 8/31/2008	102.06				
800-002-296-000	2009 8/31/2009	367.07	\$	469.13		INACTIVE
800-002-303-001	2012 10/14/2012	88.41	\$	88.41		1X
800-002-320-000	2008 8/31/2008	131.27	\$	131.27		INACTIVE
800-002-335-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-002-368-000	2005 8/31/2005	61.31				
800-002-368-000	2006 8/31/2006	62.81				
800-002-368-000	2007 8/31/2007	65.66	\$	189.78		YEAR
800-002-460-000	2009 8/31/2009	57.79				
800-002-460-000	2010 8/31/2010	63.82	\$	121.61		1-2 X
805-000-006-000	2009 8/31/2009	231.15	\$	231.15		YEAR
805-000-007-000	2008 8/31/2008	15,541.62	\$	15,541.62		YEAR
810-001-052-000	2007 8/31/2007	43,046.54	\$	43,046.54		YEAR
810-001-057-000	2005 8/31/2005	3,746.70				
810-001-057-000	2006 8/31/2006	3,672.80				
810-001-057-000	2007 8/31/2007	3,559.12	\$	10,978.62		YEAR
810-001-069-000	2004 8/31/2004	492.32				
810-001-069-000	2005 8/31/2005	122.64	\$	614.96		YEAR
810-001-088-000	2008 8/31/2008	1,069.10	\$	1,069.10		YEAR

810-001-090-000	2006 8/31/2006	317.06				
810-001-090-000	2007 8/31/2007	317.38	\$	634.44		YEAR
810-001-123-000	2008 8/31/2008	63.54	\$	63.54		YEAR
820-001-079-000	2004 8/31/2004	210.24	\$	210.24		YEAR
820-001-084-000	2009 9/19/2010	302.34				
820-001-084-000	2010 8/31/2010	294.83	\$	597.17		YEAR, 1-2X
820-001-105-000	2005 8/31/2005	334.46	\$	334.46		YEAR
820-001-123-000	2006 8/31/2006	1,141.80	\$	1,141.80		YEAR
820-001-161-000	2004 8/31/2004	270.75				
820-001-161-000	2005 8/31/2005	313.69				
820-001-161-000	2006 8/31/2006	315.22				
820-001-161-000	2007 8/31/2007	286.48				
820-001-161-000	2008 8/31/2008	350.27				
820-001-161-000	2009 8/31/2009	350.32	\$	1,886.73		INACTIVE
830-000-002-000	2005 8/31/2005	162.46				
830-000-002-000	2006 8/31/2006	157.05	\$	319.51		YEAR
830-000-010-000	2007 8/31/2007	103.16	\$	103.16		YEAR
830-000-117-000	2008 8/31/2008	88.04				
830-000-117-000	2009 8/31/2009	75.24	\$	163.28		YEAR
830-000-144-000	2006 8/31/2006	545.30				
830-000-144-000	2007 8/31/2007	512.45	\$	1,057.75		YEAR
830-001-049-000	2008 8/31/2008	128.77	\$	128.77		YEAR
830-001-301-000	2008 8/31/2008	234.14	\$	234.14		YEAR
830-001-336-000	2004 8/31/2004	91.89	\$	91.89		YEAR
830-001-370-000	2005 8/31/2005	64.70	\$	64.70		YEAR
830-001-426-000	2006 8/31/2006	126.54				
830-001-426-000	2007 8/31/2007	118.25	\$	244.79		YEAR
830-001-556-000	2009 8/31/2009	94.42				
830-001-556-000	2010 10/3/2010	65.54	\$	159.96		YEAR, 1-2X
830-001-568-000	2009 8/31/2009	417.12	\$	417.12		YEAR, 1-2X
850-000-232-000	2009 8/31/2009	352.08	\$	352.08		YEAR
850-000-254-000	2009 8/31/2009	1,016.40				
850-000-254-000	2010 8/31/2010	1,095.77	\$	2,112.17		YEAR, 1-2X
850-000-261-000	2009 8/31/2009	466.48	\$	466.48		YEAR
850-000-288-000	2012 8/31/2012	2,638.81	\$	2,638.81	3,488.02	PAID, NOT ALL INTEREST
850-000-299-000	2009 8/31/2009	929.42				
850-000-299-000	2010 8/31/2010	868.46	\$	1,797.88		YEAR, 1-2X
860-001-033-000	2004 8/31/2004	1,677.72	\$	1,677.72		YEAR
860-001-035-000	2004 8/31/2004	209.31	\$	209.31		YEAR
860-001-037-000	2007 8/31/2007	244.72				
860-001-037-000	2008 8/31/2008	244.44	\$	489.16	186.92	INACTIVE
860-001-075-000	2010 8/31/2010	375.89	\$	375.89		1 X
860-001-093-000	2005 8/31/2005	234.60				
860-001-093-000	2008 8/31/2008	262.76				
860-001-093-000	2009 8/31/2009	268.10	\$	765.46		YEAR
860-001-100-000	2009 8/31/2009	268.10	\$	268.10		YEAR
860-001-105-000	2015 8/31/2015	292.60	\$	292.60	234.80	PAID, NOT ALL INTEREST
860-001-114-000	2006 8/31/2006	230.16	\$	230.16		YEAR
860-001-119-000	2004 8/31/2004	1,570.91				
860-001-119-000	2005 8/31/2005	1,623.95	\$	3,194.86		YEAR
860-001-128-000	2005 8/31/2005	234.11	\$	234.11		YEAR
860-001-173-000	2007 8/31/2007	259.18	\$	259.18		YEAR
860-001-191-000	2008 8/31/2008	1,083.45				
860-001-191-000	2009 8/31/2009	1,105.54				
860-001-191-000	2010 8/31/2010	1,108.56				
860-001-191-000	2011 8/31/2011	1,123.06				
860-001-191-000	2012 8/31/2012	1,149.04	\$	5,569.65	1,126.97	INACTIVE
860-001-218-000	2009 8/31/2009	95.83				
860-001-218-000	2010 8/31/2010	95.85	\$	191.68		YEAR, 1-2X
860-001-238-000	2009 8/31/2009	249.40	\$	249.40		
860-001-259-000	2016 8/31/2016	279.35	\$	279.35	237.68	YEAR, 1-2X
910-001-010-000	2009 4/10/2010	258.44				
910-001-010-000	2010 4/10/2011	259.76				
910-001-010-000	2011 4/10/2012	261.26	\$	779.46	160.62	1- 3 X
910-001-056-000	2010 4/10/2011	489.80				1X
910-001-057-000	2005 4/10/2006	78.16	\$	78.16		YEAR
910-001-071-000	2007 4/10/2008	63.68				
910-001-071-000	2005 4/10/2006	62.54				
910-001-071-000	2006 4/10/2007	63.68	\$	189.90		YEAR
910-001-100-000	2006 4/10/2007	194.62				
910-001-100-000	2007 4/10/2008	194.84				
910-001-100-000	2008 4/10/2009	194.90				
910-001-100-000	2009 4/10/2010	203.12	\$	787.48		YEAR
910-001-116-000	2005 4/10/2006	119.60				
910-001-116-000	2006 4/10/2007	119.36				
910-001-116-000	2007 4/10/2008	119.48				
910-001-116-000	2008 4/10/2009	119.50				
910-001-116-000	2009 4/10/2010	127.58				
910-001-116-000	2010 4/10/2011	128.20	\$	733.72	315.20	INACTIVE
910-001-167-000	2005 4/10/2006	476.94	\$	476.94		YEAR

910-001-172-000	2012 4/10/2013	614.50	\$	614.50	368.91	1 X, 1/2 PAYMENT
910-001-187-000	2004 4/10/2005	135.33	\$	135.33		YEAR
910-001-217-000	2002 4/10/2003	798.38				YEAR
910-001-217-000	2003 4/10/2004	805.04	\$	1,603.42		YEAR
910-001-324-100	2008 4/10/2010	364.22				YEAR 1-3 X
910-001-324-200	2009 4/10/2010	365.58				PAID, NOT ALL INTEREST PAID
910-001-324-000	2010 4/10/2011	367.64	\$	1,097.44	237.12	YEAR, 1-2X
910-001-344-000	2017 4/10/2018	246.38	\$	246.38		YEAR, 1-2X
910-001-355-000	2010 4/10/2011	402.66				MOBILE HOMES W
910-001-355-000	2011 4/10/2012	323.36				BANK HOLDERS
910-001-417-000	2005 4/10/2006	58.91	\$	58.91		
980-001-057-000	2003 5/31/2005	314.13	\$	314.13		
980-001-108-000	2001 12/10/2003	559.48	\$	559.48		
980-001-228-000	2005 4/30/2006	20.21	\$	20.21		
980-001-340-000	2004 4/30/2006	1,032.26	\$	1,032.26		
980-001-349-000	2005 6/30/2007	495.56	\$	495.56		
980-001-497-000	2004 7/31/2005	785.86	\$	785.86		
980-001-516-000	2003 5/31/2005	276.03	\$	276.03		
980-001-577-000	2003 5/31/2005	79.75	\$	79.75		
980-001-899-000	2004 12/31/2005	1,577.75	\$	1,577.75		
980-001-903-000	2005 7/31/2007	586.08	\$	586.08		
980-001-909-000	2003 6/30/2004	53.50	\$	53.50		
980-002-106-000	2003 4/30/2005	964.61	\$	964.61		
980-002-162-000	2004 3/31/2006	360.47	\$	360.47		
980-002-322-000	2005 7/31/2007	790.06	\$	790.06		
980-002-342-000	2004 7/31/2005	1,111.66	\$	1,111.66		
980-002-414-000	2003 7/31/2005	527.36	\$	527.36		
980-002-568-000	2004 12/31/2005	580.86	\$	580.86		
980-002-577-000	2003 7/31/2005	507.80	\$	507.80		
980-002-585-000	2004 4/30/2005	947.07	\$	947.07		
980-002-711-000	2002 12/31/2003	68.13	\$	68.13		
980-002-735-000	2004 5/31/2006	1,053.42	\$	1,053.42		
980-002-821-000	2004 3/31/2006	775.52	\$	775.52		
980-002-960-000	2003 3/31/2006	766.12	\$	766.12		
980-003-002-000	2005 4/30/2006	84.50	\$	84.50		
980-003-122-000	2004 7/31/2005	799.78	\$	799.78		
980-003-483-000	2005 7/31/2007	207.24	\$	207.24		
980-003-484-000	2005 5/31/2006	207.85	\$	207.85		
980-003-605-000	1997 12/10/2004	1,334.27	\$	1,334.27		
980-003-606-000	1996 12/10/2004	367.62	\$	367.62		
980-003-626-000	2005 7/31/2007	1,503.98	\$	1,503.98		
980-003-719-000	2006 4/10/2009	270.22	\$	270.22		
980-003-723-000	2006 4/10/2009	133.12	\$	133.12		
980-003-732-000	2005 12/10/2006	247.14	\$	247.14		
980-003-741-000	2007 10/31/2008	66.88	\$	66.88		
980-003-751-000	2006 10/31/2008	376.70	\$	376.70		
980-003-759-000	2007 11/2/2009	300.32	\$	300.32		
981-003-719-000	2007 4/10/2009	1,209.14	\$	1,209.14		
981-003-723-000	2007 4/10/2009	64.92	\$	64.92		
981-003-759-000	2008 11/2/2009	1,112.32	\$	1,112.32		
985-001-621-000	2004 12/10/2005	33.34	\$	33.34		
985-001-650-000	2005 6/30/2007	110.88	\$	110.88		
985-001-805-000	2002 12/10/2006	167.26	\$	167.26		
985-002-014-000	2006 4/10/2008	866.36	\$	866.36		
985-002-063-000	2012 4/10/2014	222.46	\$	222.46		
985-002-071-000	2013 4/10/2015	851.74	\$	851.74		
990-014-321-100	2003 4/30/2005	106.78	\$	106.78		
990-039-672-100	2007 10/31/2009	2,069.71	\$	2,069.71		
990-039-722-100	2007 4/30/2009	34.24	\$	34.24		
990-039-763-100	2007 4/30/2009	110.04	\$	110.04		
990-039-856-100	2007 4/30/2010	582.93	\$	582.93		
990-039-872-100	2007 4/30/2009	41.93	\$	41.93		
990-039-951-100	2007 4/30/2009	42.86	\$	42.86		
990-039-956-100	2007 4/30/2009	248.63	\$	248.63		
990-040-078-100	2006 9/30/2010	1,229.86	\$	1,229.86		
990-040-119-100	2006 9/30/2010	388.37	\$	388.37		
990-040-282-000	2008 6/1/2009	124.14	\$	124.14		
990-040-402-100	2008 10/31/2010	706.43	\$	706.43		
990-040-404-000	2007 6/1/2009	210.87	\$	210.87		
990-040-484-000	2007 4/30/2009	117.34	\$	117.34		
990-040-488-100	2008 1/31/2010	800.08	\$	800.08		
990-040-496-100	2007 2/28/2010	460.22	\$	460.22		
990-040-557-000	2008 6/30/2009	134.09	\$	134.09		
990-040-676-000	2008 7/31/2009	374.39	\$	374.39		
990-040-740-000	2008 6/1/2009	396.37	\$	396.37		
990-040-793-000	2008 6/1/2009	693.17	\$	693.17		
990-040-944-000	2007 6/30/2009	26.51	\$	26.51		
990-041-021-100	2007 3/31/2010	2,867.54	\$	2,867.54		
990-041-098-000	2008 6/1/2009	226.42	\$	226.42		
990-041-099-100	2008 12/31/2009	514.18	\$	514.18		

990-041-181-100	2008 10/31/2010	62.34	\$	62.34	
990-041-404-000	2008 6/1/2009	542.14	\$	542.14	
990-041-412-100	2008 10/31/2010	693.55	\$	693.55	
990-041-580-000	2006 4/30/2009	139.45	\$	139.45	
990-041-581-000	2006 4/30/2009	76.16	\$	76.16	
990-041-589-000	2007 4/30/2009	2,846.80	\$	2,846.80	
990-041-608-000	2006 4/30/2009	2,250.22	\$	2,250.22	
990-041-719-000	2007 4/30/2009	219.60	\$	219.60	
990-041-731-000	2007 4/30/2009	94.93	\$	94.93	
990-041-757-000	2007 6/30/2009	62.56	\$	62.56	
990-041-789-000	2008 6/1/2010	225.96	\$	225.96	
990-041-940-000	2008 4/1/2010	94.02	\$	94.02	
990-041-968-000	2008 4/1/2010	485.84	\$	485.84	
990-042-100-000	2008 7/31/2009	596.79	\$	596.79	
990-042-229-000	2008 8/2/2010	117.54	\$	117.54	
990-042-232-000	2008 8/2/2010	110.50	\$	110.50	
990-042-402-000	2008 8/2/2010	91.69	\$	91.69	
990-042-427-000	2008 12/31/2009	18.41	\$	18.41	
990-042-542-100	2009 10/31/2010	643.24	\$	643.24	
990-042-549-000	2009 8/2/2010	307.82	\$	307.82	
990-042-579-000	2009 4/1/2010	47.03	\$	47.03	
990-042-618-000	2009 11/30/2011	102.36	\$	102.36	
990-042-646-000	2009 8/2/2010	547.47	\$	547.47	
990-042-677-000	2009 6/1/2010	93.65	\$	93.65	
990-042-726-000	2009 8/2/2010	87.31	\$	87.31	
990-042-850-100	2008 7/31/2010	4,907.52	\$	4,907.52	
990-042-851-100	2008 7/31/2010	1,193.83	\$	1,193.83	
990-042-852-100	2008 7/31/2010	2,016.16	\$	2,016.16	
990-042-853-100	2008 7/31/2010	2,834.15	\$	2,834.15	
990-042-854-100	2008 7/31/2010	2,666.82	\$	2,666.82	
990-042-867-000	2009 3/1/2010	26.37	\$	26.37	
990-042-904-000	2009 8/2/2010	34.91	\$	34.91	
990-042-910-100	2009 5/31/2010	126.39	\$	126.39	
990-042-924-100	2008 7/31/2010	3,389.08	\$	3,389.08	
990-043-012-100	2009 10/31/2010	425.19	\$	425.19	
990-043-036-000	2009 4/30/2010	137.21	\$	137.21	
990-043-064-000	2009 6/1/2010	87.60	\$	87.60	
990-043-107-000	2009 6/1/2010	178.04	\$	178.04	
990-043-151-000	2009 4/30/2010	335.52	\$	335.52	
990-043-258-200	2009 5/31/2010	86.09	\$	86.09	
990-043-310-100	2009 9/30/2012	172.93	\$	172.93	
990-043-453-000	2009 5/31/2011	314.27	\$	314.27	
990-043-539-000	2009 8/2/2010	765.55	\$	765.55	
990-043-612-000	2009 4/1/2011	126.96	\$	126.96	
990-043-806-000	2009 6/30/2011	44.06	\$	44.06	
990-043-840-000	2009 5/2/2011	76.36	\$	76.36	
990-043-950-000	2010 5/2/2011	24.22	\$	24.22	14.22
990-044-031-000	2010 4/1/2011	61.66	\$	61.66	
990-044-115-000	2010 5/31/2011	153.75	\$	153.75	
990-044-120-000	2010 6/30/2011	352.66	\$	352.66	
990-044-140-000	2010 5/2/2011	106.87	\$	106.87	
990-044-177-000	2010 5/31/2011	83.53	\$	83.53	
990-044-189-000	2010 6/30/2011	712.88	\$	712.88	
990-044-196-000	2010 4/1/2011	103.70	\$	103.70	
990-044-208-000	2010 5/31/2011	294.82	\$	294.82	
990-044-259-000	2010 4/1/2011	57.66	\$	57.66	
990-044-371-000	2010 5/2/2011	71.01	\$	71.01	
990-044-404-000	2010 4/1/2011	255.83	\$	255.83	
990-044-417-000	2010 5/2/2011	27.36	\$	27.36	
990-044-435-000	2010 5/2/2011	88.30	\$	88.30	
990-044-457-000	2010 4/1/2011	23.56	\$	23.56	
990-044-804-000	2010 5/2/2011	108.72	\$	108.72	
990-044-830-000	2010 6/30/2011	142.27	\$	142.27	
990-044-914-000	2010 5/31/2012	23.58	\$	23.58	
990-044-955-000	2010 1/3/2012	66.92	\$	66.92	
990-044-959-000	2009 6/30/2011	30.18	\$	30.18	
990-044-973-000	2010 2/29/2012	21.93	\$	21.93	
990-045-054-000	2010 1/3/2012	40.01	\$	40.01	
990-045-181-000	2010 1/3/2012	28.07	\$	28.07	
990-045-242-000	2010 7/2/2012	302.41	\$	302.41	
990-045-439-000	2011 10/31/2012	111.36	\$	111.36	
990-045-451-000	2011 7/31/2012	67.82	\$	67.82	
990-045-493-000	2011 7/2/2012	1,014.04	\$	1,014.04	
990-045-716-000	2010 5/31/2012	1,143.58	\$	1,143.58	
990-045-759-000	2011 2/29/2012	563.06	\$	563.06	
990-045-853-300	2011 9/30/2014	2,973.94	\$	2,973.94	
990-045-870-000	2011 5/31/2012	23.93	\$	23.93	
990-045-965-000	2011 5/31/2012	38.17	\$	38.17	
990-046-030-000	2011 7/2/2012	67.98	\$	67.98	
990-046-212-000	2011 4/30/2013	70.88	\$	70.88	

990-046-285-000	2011 7/1/2013	18.12	\$	18.12	
990-046-285-001	2011 7/1/2013	160.97	\$	160.97	
990-046-719-000	2011 9/30/2013	316.25	\$	316.25	
990-046-764-000	2011 2/28/2013	51.10	\$	51.10	
990-046-999-000	2011 7/31/2013	180.57	\$	180.57	
990-047-106-000	2012 5/31/2013	154.81	\$	154.81	
990-047-145-000	2012 9/30/2013	61.31	\$	61.31	
990-047-217-000	2012 7/31/2013	343.68	\$	343.68	
990-047-313-000	2012 5/31/2013	80.30	\$	80.30	
990-047-450-000	2012 7/31/2013	18.08	\$	18.08	
990-047-491-000	2012 10/31/2013	38.80	\$	38.80	
990-047-641-000	2012 2/28/2014	59.68	\$	59.68	
990-047-708-000	2012 6/2/2014	97.92	\$	97.92	
990-047-708-001	2012 6/2/2014	303.93	\$	303.93	
990-047-719-000	2012 7/31/2014	102.91	\$	102.91	
990-047-825-000	2012 2/28/2014	517.39	\$	517.39	
990-047-929-000	2012 8/31/2014	115.36	\$	115.36	
990-047-945-000	2012 1/31/2014	166.14	\$	166.14	
990-048-040-000	2012 10/31/2013	356.70	\$	356.70	
990-048-107-000	2012 9/30/2013	374.50	\$	374.50	
990-048-346-000	2012 10/31/2014	30.64	\$	30.64	
990-048-570-000	2013 7/31/2014	41.27	\$	41.27	
990-048-848-000	2013 3/2/2015	492.82	\$	492.82	
990-049-015-000	2013 2/2/2015	279.64	\$	279.64	
990-049-156-000	2013 12/31/2014	135.25	\$	135.25	
990-049-538-000	2014 3/31/2015	551.03	\$	551.03	
990-049-554-000	2013 10/31/2015	133.87	\$	133.87	
990-049-580-000	2014 6/1/2015	250.47	\$	250.47	
990-049-605-000	2014 10/31/2015	258.01	\$	258.01	
990-049-620-000	2014 10/31/2015	250.75	\$	250.75	298.62
990-049-779-000	2014 6/1/2015	93.78	\$	93.78	
990-150-025-000	2006 2/28/2009	1,062.08		1,062.08	
991-040-078-100	2007 9/30/2010	6,262.97		6,262.97	
991-040-119-100	2007 9/30/2010	2,003.24		2,003.24	
991-040-186-000	2008 4/30/2009	16.43		16.43	
991-040-227-100	2008 1/31/2010	1,404.72		1,404.72	
991-040-404-000	2008 6/1/2009	795.78		795.78	
991-040-484-000	2008 4/30/2009	319.06		319.06	
991-040-496-100	2008 2/28/2010	1,070.63		1,070.63	
991-040-506-100	2008 7/31/2010	886.00		886.00	
991-040-539-000	2008 10/31/2009	118.40		118.40	
991-040-925-100	2008 10/31/2010	44.23		44.23	
991-040-944-000	2008 6/30/2009	168.38		168.38	
991-041-155-100	2008 3/31/2011	259.49		259.49	
991-041-580-000	2007 4/30/2009	656.74		656.74	
991-041-581-000	2007 4/30/2009	180.15		180.15	
991-041-608-000	2007 4/30/2009	5,755.11		5,755.11	
991-041-719-000	2008 4/30/2009	13.46		13.46	
991-041-727-000	2008 4/30/2009	61.97		61.97	
991-041-968-000	2009 4/1/2010	624.77		624.77	
991-042-229-000	2009 8/2/2010	351.12		351.12	
991-042-231-000	2009 2/1/2010	115.96		115.96	
991-042-232-000	2009 8/2/2010	147.29		147.29	
991-042-369-100	2009 10/31/2010	124.06		124.06	
991-042-402-000	2009 8/2/2010	241.49		241.49	
991-042-427-000	2009 12/31/2009	40.28		40.28	
991-042-850-000	2009 8/31/2010	511.01		511.01	
991-042-851-000	2009 8/31/2010	124.60		124.60	
991-042-852-000	2009 8/31/2010	210.49		210.49	
991-042-853-000	2009 8/31/2010	296.03		296.03	
991-042-854-000	2009 8/31/2010	278.38		278.38	
991-042-924-000	2009 8/31/2010	353.93		353.93	
991-043-409-001	2010 8/31/2011	22.92		22.92	
991-043-481-001	2010 5/2/2011	13.28		13.28	
991-043-485-000	2010 4/1/2011	37.77		37.77	
991-043-612-000	2010 4/1/2011	39.95		39.95	
991-043-842-000	2010 4/1/2011	13.68		13.68	
991-043-932-000	2010 5/31/2011	166.16		166.16	
991-044-297-000	2010 5/2/2011	31.50		31.50	
991-044-973-000	2011 2/29/2012	14.01		14.01	
991-045-091-000	2011 4/30/2012	465.34		465.34	
991-045-181-000	2011 1/3/2012	57.06		57.06	
991-045-242-000	2011 7/2/2012	262.94		262.94	
991-045-309-000	2011 4/30/2012	162.03		162.03	
991-045-316-000	2011 1/31/2012	62.10		62.10	
991-045-716-000	2011 5/31/2012	94.79		94.79	
991-046-285-001	2012 7/1/2013	194.45		194.45	
991-046-548-000	2012 2/28/2013	56.10		56.10	
991-046-634-000	2012 2/28/2013	17.22		17.22	
991-046-711-001	2012 2/28/2013	100.73		100.73	

991-046-719-000	2012 9/30/2013	1,038.29	1,038.29		
991-046-756-000	2012 1/31/2013	20.04	20.04		
991-046-999-000	2012 7/31/2013	38.88	38.88		
991-047-708-001	2013 6/2/2014	99.11	99.11		
991-047-719-000	2013 7/31/2014	218.92	218.92	84.59	
991-047-929-000	2013 8/31/2014	141.70	141.70		
991-047-945-000	2013 1/31/2014	37.00	37.00		
991-048-346-000	2013 10/31/2014	13.92	13.92		
991-049-005-000	2014 10/31/2015	100.27	100.27	105.58	
991-049-547-000	2014 6/1/2015	576.24	576.24		
991-049-554-000	2014 10/31/2015	575.87	575.87		
991-050-414-000	2015 6/30/2016	302.63	302.63		
991-051-801-000	2016 9/30/2017	513.54	513.54		
991-051-839-000	2016 9/30/2017	2,003.69	2,003.69		
991-051-865-000	2016 11/30/2017	151.80	151.80		
991-052-993-000	2017 2/28/2018	569.42	569.42		
991-054-630-100	2018 5/31/2019	9,348.98	9,348.98		
995-008-790-100	2007 12/31/2009	1,713.09	\$ 1,713.09		
995-008-923-100	2007 5/31/2009	1,536.32	\$ 1,536.32		
995-009-394-000	2007 7/31/2009	3,776.89	\$ 3,776.89		
995-009-486-000	2008 10/31/2009	1,521.58	\$ 1,521.58		
996-009-394-000	2008 7/31/2009	91.52	\$ 91.52		
ROLL CATEGORY - DU		\$409,459.05	\$	17,988.10	\$391,470.95

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BE IT FURTHER RESOLVED that the Board of Supervisors hereby orders that the Tax Collector of the County of San Benito is discharged from further accountability for the collection of amounts specified in the application, as set forth in Exhibit A, and is authorized to close the books on those items.

1 PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN
2 BENITO THIS 20th DAY OF AUGUST, 2019 BY THE FOLLOWING VOTE:

3 Ayes: Supervisor(s):
4 Noes: Supervisor(s):
5 Absent: Supervisor(s):
6 Abstain: Supervisor(s)

7 By: _____
8 Mark Medina, Chair

9 **ATTEST:**

10 Janet Slibsager, Clerk of the Board

11 **APPROVED AS TO LEGAL FORM:**

12 San Benito County Counsel's Office

13 By: _____

14 By: Shirley L. Murphy
15 Shirley L. Murphy, Deputy County Counsel

16 Date: _____

17 Date: Aug. 15, 2019

Exhibit A

County of SAN BENITO UNPAID PARCEL DETAIL

Asmt	Year	DUE DATE	Total	PROPOSED	MONIES RECEIVED	NET WRITE OFF	CRITERIA
800-001-022-000	2007	8/31/2007	5,336.85	\$ 5,336.85			YEAR
800-001-032-000	2004	8/31/2004	282.87				YEAR
800-001-032-000	2005	8/31/2005	300.25	\$ 583.12			YEAR
800-001-046-000	2007	8/31/2007	253.90				INACTIVE
800-001-046-000	2008	8/31/2008	322.32	\$ 576.22			INACTIVE
800-001-059-000	2005	8/31/2005	58.28				INACTIVE
800-001-059-000	2006	8/31/2006	65.95				INACTIVE
800-001-059-000	2007	8/31/2007	66.01				INACTIVE
800-001-059-000	2008	8/31/2008	66.09	\$ 256.33			INACTIVE
800-001-060-000	2004	8/31/2004	288.44				YEAR
800-001-060-000	2005	8/31/2005	271.24	\$ 559.68			INACTIVE
800-001-064-000	2009	8/31/2009	115.57	\$ 115.57			INACTIVE
800-001-065-000	2006	8/31/2006	284.52	\$ 284.52			INACTIVE
800-001-067-000	2006	8/31/2006	63.43				INACTIVE
800-001-067-000	2007	8/31/2007	63.48	\$ 126.91	5.68		YEAR
800-001-069-000	2005	8/31/2005	123.29	\$ 123.29			YEAR
800-001-071-000	2007	8/31/2007	63.48	\$ 63.48			YEAR
800-001-084-000	2007	8/31/2007	63.48				INACTIVE
800-001-084-000	2008	8/31/2008	63.54	\$ 127.02			INACTIVE
800-001-087-000	2008	8/31/2008	1,083.46				INACTIVE
800-001-087-000	2009	8/31/2009	1,155.77	\$ 2,239.23			INACTIVE
800-001-097-000	2004	8/31/2004	108.56		112.20		INACTIVE
800-001-097-000	2005	8/31/2005	115.47				INACTIVE
800-001-097-000	2008	8/31/2008	102.23		44.43		INACTIVE
800-001-097-000	2009	8/31/2009	85.17				INACTIVE
800-001-097-000	2010	8/31/2010	75.64	\$ 487.07			YEAR
800-001-152-000	2006	8/31/2006	586.23	\$ 586.23			INACTIVE
800-001-164-000	2008	8/31/2008	351.57	\$ 351.57			INACTIVE
800-001-187-000	2004	8/31/2004	95.00	\$ 95.00			INACTIVE
800-001-194-000	2004	8/31/2004	83.83	\$ 83.83			YEAR
800-001-196-000	2005	8/31/2005	449.30				INACTIVE
800-001-196-000	2006	8/31/2006	674.73				INACTIVE
800-001-196-000	2007	8/31/2007	714.05				INACTIVE
800-001-196-000	2008	8/31/2008	699.39				INACTIVE
800-001-196-000	2010	8/31/2010	625.62	\$ 3,163.09	670.73		INACTIVE
800-001-197-000	2005	8/31/2005	823.20				INACTIVE
800-001-197-000	2008	8/31/2008	1,006.50	\$ 1,829.70			YEAR
800-001-204-000	2006	8/31/2006	63.43	\$ 63.43			INACTIVE
800-001-210-000	2009	8/31/2009	70.05				INACTIVE
800-001-210-000	2010	8/31/2010	77.34				INACTIVE
800-001-210-000	2011	8/31/2011	77.92				INACTIVE
800-001-210-000	2012	8/31/2012	82.33				INACTIVE
800-001-210-000	2013	8/31/2013	99.31	\$ 406.95			INACTIVE
800-001-211-000	2008	8/31/2008	125.45				INACTIVE
800-001-211-000	2009	8/31/2009	114.09	\$ 239.54			YEAR
800-001-322-000	2005	8/31/2005	152.00	\$ 152.00			YEAR
800-001-332-000	2004	8/31/2004	244.24	\$ 244.24	186.44		YEAR
800-001-428-000	2009	8/31/2009	1,313.57	\$ 1,313.57			YEAR
800-001-449-000	2004	8/31/2004	61.37	\$ 61.37			YEAR
800-001-450-000	2007	8/31/2007	77.72				INACTIVE
800-001-450-000	2014	8/31/2014	512.05		633.79		INACTIVE
800-001-450-000	2017	8/31/2017	954.10	\$ 1,543.87			INACTIVE
800-001-456-000	2006	8/31/2006	968.88	\$ 968.88			INACTIVE
800-001-458-000	2007	8/31/2007	546.36	\$ 546.36	488.56		YEAR
800-001-458-000	2016	8/31/2016	1,347.03	\$ 1,347.03	1,542.09		PAID, INTEREST O/S
800-001-459-000	2004	8/31/2004	212.34	\$ 212.34			CLOSED
800-001-465-000	2004	8/31/2004	447.30	\$ 447.30			INACTIVE
800-001-466-000	2007	8/31/2007	517.23				YEAR
800-001-466-000	2008	8/31/2008	507.34	\$ 1,024.57			INACTIVE
800-001-469-000	2008	8/31/2008	1,026.49	\$ 1,026.49			INACTIVE
800-001-470-000	2009	8/31/2009	358.24				INACTIVE
800-001-470-000	2010	8/31/2010	397.56	\$ 755.80			INACTIVE
800-001-480-000	2004	8/31/2004	128.27				INACTIVE
800-001-480-000	2007	8/31/2007	179.63				INACTIVE
800-001-480-000	2008	8/31/2008	174.76				INACTIVE
800-001-480-000	2009	8/31/2009	231.15	\$ 713.81	70.47		YEAR
800-001-488-000	2006	8/31/2006	2,536.40	\$ 2,536.40			YEAR
800-001-491-000	2005	8/31/2005	64.19	\$ 64.19			YEAR
800-001-494-000	2008	8/31/2008	409.26				INACTIVE
800-001-494-000	2009	8/31/2009	462.30				INACTIVE
800-001-494-000	2010	8/31/2010	510.52	\$ 1,382.08			INACTIVE
800-001-498-000	2010	8/31/2010	319.07				INACTIVE
800-001-498-000	2011	10/22/2011	123.89				INACTIVE

800-001-498-000	2012 11/5/2014	118.26				
800-001-498-000	2013 11/5/2014	108.24				
800-001-498-000	2014 11/5/2014	103.44				
800-001-498-000	2015 8/31/2015	152.27				
800-001-498-000	2016 8/31/2016	149.94	\$	1,075.11		INACTIVE
800-001-509-000	2008 8/31/2008	1,323.63	\$	1,323.63		INACTIVE
800-001-511-000	2007 8/31/2007	693.63				
800-001-511-000	2008 8/31/2008	756.58	\$	1,450.21		INACTIVE
800-001-521-000	2008 8/31/2008	1,638.36				
800-001-521-000	2009 8/31/2009	746.62	\$	2,384.98		YEAR
800-001-543-000	2004 8/31/2004	1,196.33				
800-001-543-000	2005 8/31/2005	1,173.00				
800-001-543-000	2007 8/31/2007	1,135.92				
800-001-543-000	2008 8/31/2008	1,346.02				
800-001-543-000	2009 8/31/2009	1,733.65				
800-001-543-000	2010 8/31/2010	1,914.46				
800-001-543-000	2011 8/31/2011	1,925.92	\$	10,425.30		INACTIVE
800-001-552-000	2005 8/31/2005	280.40	\$	280.40		YEAR
800-001-556-000	2006 8/31/2006	433.57				
800-001-556-000	2007 8/31/2007	437.62				
800-001-556-000	2008 8/31/2008	418.68	\$	1,289.87		INACTIVE
800-001-558-000	2010 8/31/2010	89.35	\$	89.35		INACTIVE
800-001-579-000	2003 8/31/2003	1,072.47	\$	1,072.47	3,008.20	YEAR
800-001-581-000	2005 8/31/2005	200.48	\$	200.48		YEAR
800-001-611-000	2005 8/31/2005	136.96				
800-001-611-000	2008 8/31/2008	130.32	\$	267.28		INACTIVE
800-001-622-000	2006 8/31/2006	265.30				
800-001-622-000	2007 8/31/2007	267.27				
800-001-622-000	2008 8/31/2008	267.36				
800-001-622-000	2009 9/10/2011	288.94	\$	1,088.87		YEAR, CLOSED
800-001-625-000	2004 8/31/2004	344.61				
800-001-625-000	2005 8/31/2005	463.02				
800-001-625-000	2006 8/31/2006	470.91				
800-001-625-000	2007 8/31/2007	463.44	\$	1,741.98		YEAR
800-001-637-000	2000 8/31/2000	930.85	\$	930.85		YEAR, CLOSED
800-001-641-000	2007 8/31/2007	154.53	\$	154.53		YEAR
800-001-655-000	2004 8/31/2004	83.08	\$	83.08		YEAR
800-001-657-000	2009 8/31/2009	80.91				
800-001-657-000	2010 8/31/2010	89.35	\$	170.26		INACTIVE
800-001-658-000	2005 8/31/2005	400.54	\$	400.54		YEAR
800-001-664-000	2006 8/31/2006	285.66	\$	285.66		YEAR
800-001-675-000	2006 8/31/2006	108.44				
800-001-675-000	2007 8/31/2007	104.04	\$	212.48		YEAR
800-001-686-000	2005 8/31/2005	245.27	\$	245.27		YEAR
800-001-692-000	2005 8/31/2005	549.34	\$	549.34		YEAR
800-001-693-000	2005 8/31/2005	69.32				
800-001-693-000	2006 8/31/2006	69.39				
800-001-693-000	2007 8/31/2007	70.87	\$	209.58		YEAR
800-001-707-000	2004 8/31/2004	259.33	\$	259.33		YEAR
800-001-711-000	2004 8/31/2004	483.81				
800-001-711-000	2005 8/31/2005	480.95				
800-001-711-000	2006 8/31/2006	484.42	\$	1,449.18		YEAR
800-001-718-000	2004 8/31/2004	122.74				
800-001-718-000	2005 8/31/2005	123.29				
800-001-718-000	2006 8/31/2006	126.82	\$	372.85		YEAR
800-001-720-000	2004 8/31/2004	61.37	\$	61.37		YEAR
800-001-735-000	2005 8/31/2005	61.31				
800-001-735-000	2006 8/31/2006	62.81				
800-001-735-000	2007 8/31/2007	65.66				
800-001-735-000	2008 8/31/2008	192.62	\$	382.40		INACTIVE
800-001-743-000	2004 8/31/2004	184.12				
800-001-743-000	2005 8/31/2005	184.93				
800-001-743-000	2006 8/31/2006	190.25				
800-001-743-000	2007 8/31/2007	190.43	\$	749.73		YEAR
800-001-749-000	2004 8/31/2004	75.90				
800-001-749-000	2005 8/31/2005	83.89				
800-001-749-000	2006 8/31/2006	84.40				
800-001-749-000	2007 8/31/2007	88.23				
800-001-749-000	2008 8/31/2008	149.72	\$	482.14		INACTIVE
800-001-757-000	2005 8/31/2005	61.64				
800-001-757-000	2006 8/31/2006	95.11				
800-001-757-000	2007 8/31/2007	94.00				
800-001-757-000	2008 8/31/2008	94.09	\$	344.84		INACTIVE
800-001-767-000	2006 8/31/2006	63.43				
800-001-767-000	2007 8/31/2007	63.48				
800-001-767-000	2008 8/31/2008	63.54	\$	190.45		INACTIVE
800-001-775-000	2006 8/31/2006	63.43				
800-001-775-000	2007 8/31/2007	63.48	\$	126.91		YEAR
800-001-779-000	2007 8/31/2007	65.64				
800-001-779-000	2009 8/31/2009	71.64				

800-001-779-000	2010 8/31/2010	79.51				
800-001-779-000	2011 8/31/2011	79.93				
800-001-779-000	2012 8/31/2012	84.45	\$	381.17		INACTIVE
800-001-781-000	2006 8/31/2006	63.43	\$	63.43		YEAR
800-001-782-000	2005 8/31/2005	61.64	\$	61.64		YEAR
800-001-786-000	2007 8/31/2007	317.38				
800-001-786-000	2008 8/31/2008	317.75				
800-001-786-000	2009 8/31/2009	346.73				
800-001-786-000	2010 8/31/2010	382.89				
800-001-786-000	2011 8/31/2011	385.18	\$	1,749.93		INACTIVE
800-001-787-000	2006 8/31/2006	63.43				
800-001-787-000	2007 8/31/2007	63.48				
800-001-787-000	2008 8/31/2008	63.54				
800-001-787-000	2009 8/31/2009	86.66				
800-001-787-000	2010 8/31/2010	95.71				
800-001-787-000	2011 8/31/2011	96.29				
800-001-787-000	2012 8/31/2012	101.45				
800-001-787-000	2013 8/31/2013	122.35	\$	692.91		INACTIVE
800-001-788-000	2007 8/31/2007	63.48			102.20	
800-001-788-000	2008 8/31/2008	63.54				
800-001-788-000	2009 8/31/2009	92.45				
800-001-788-000	2010 8/31/2010	102.10				
800-001-788-000	2011 8/31/2011	102.71				
800-001-788-000	2012 8/31/2012	108.20				
800-001-788-000	2013 8/31/2013	130.51	\$	662.99		INACTIVE
800-001-795-000	2006 8/31/2006	125.60	\$	125.60	48.88	YEAR
800-001-798-000	2008 8/31/2008	966.71	\$	966.71		YEAR
800-001-799-000	2010 8/31/2010	846.65				
800-001-799-000	2011 8/31/2011	875.14	\$	1,721.79		INACTIVE
800-001-800-000	2006 8/31/2006	63.43				
800-001-800-000	2007 8/31/2007	63.48	\$	126.91		YEAR
800-001-802-000	2010 8/31/2010	1,021.04	\$	1,021.04		YEAR, 1-3 X S
800-001-805-000	2006 8/31/2006	66.62				
800-001-805-000	2007 8/31/2007	66.86	\$	133.48		INACTIVE
800-001-810-000	2007 8/31/2007	63.48				
800-001-810-000	2008 8/31/2008	63.54				
800-001-810-000	2009 8/31/2009	63.56	\$	190.58		INACTIVE
800-001-811-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-001-814-000	2009 8/31/2009	131.40	\$	131.40		INACTIVE
800-001-817-000	2007 8/31/2007	63.48	\$	63.48		YEAR
800-001-818-000	2007 8/31/2007	190.43				
800-001-818-000	2008 8/31/2008	190.65	\$	381.08		INACTIVE
800-001-827-000	2006 8/31/2006	1,332.13	\$	1,332.13		YEAR
800-001-831-000	2007 8/31/2007	362.86	\$	362.86		YEAR
800-001-847-000	2005 8/31/2005	64.88				
800-001-847-000	2007 8/31/2007	60.80				
800-001-847-000	2008 8/31/2008	59.63	\$	185.31		INACTIVE
800-001-853-000	2007 8/31/2007	63.48				
800-001-853-000	2008 8/31/2008	63.54				
800-001-853-000	2009 8/31/2009	69.34				
800-001-853-000	2010 8/31/2010	76.58				
800-001-853-000	2011 8/31/2011	77.03	\$	349.97		INACTIVE
800-001-854-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-001-855-000	2007 8/31/2007	63.48				
800-001-855-000	2008 8/31/2008	63.54				
800-001-855-000	2009 8/31/2009	57.79				
800-001-855-000	2010 8/31/2010	63.82	\$	248.63		INACTIVE
800-001-860-000	2004 8/31/2004	16,818.45				
800-001-860-000	2005 8/31/2005	16,790.70				
800-001-860-000	2006 8/31/2006	16,359.20	\$	49,968.35		YEARS
800-001-868-000	2007 8/31/2007	57.77				
800-001-868-000	2008 8/31/2008	149.51	\$	207.28		INACTIVE
800-001-876-000	2013 8/31/2013	930.28				
800-001-876-000	2014 8/31/2014	298.90	\$	1,229.18		INACTIVE
800-001-877-000	2004 8/31/2004	1,365.24	\$	1,365.24		YEAR
800-001-899-000	2004 8/31/2004	730.31				
800-001-899-000	2005 8/31/2005	732.33				
800-001-899-000	2006 8/31/2006	750.78	\$	2,213.42		YEAR
800-001-901-000	2005 8/31/2005	308.22				
800-001-901-000	2006 8/31/2006	317.06	\$	625.28		YEAR
800-001-904-000	2005 8/31/2005	3,082.18	\$	3,082.18		YEAR
800-001-905-000	2004 8/31/2004	3,298.70	\$	3,298.70		YEAR
800-001-908-000	2007 8/31/2007	131.25				
800-001-908-000	2008 8/31/2008	131.27	\$	262.52		INACTIVE
800-001-996-000	2004 8/31/2004	2,644.77	\$	2,644.77		INACTIVE
800-002-011-000	1999 8/31/1999	3,185.41	\$	3,185.41		YEAR
800-002-035-000	2004 8/31/2004	182.91				
800-002-035-000	2005 8/31/2005	184.22	\$	367.13		YEAR
800-002-041-000	2004 8/31/2004	1,079.05	\$	1,079.05		YEAR
800-002-045-000	2006 8/31/2006	2,959.22				

800-002-045-000	2007 8/31/2007	2,980.01	\$	5,939.23		YEAR
800-002-053-000	2012 8/31/2012	202.88	\$	202.88		INACTIVE
800-002-055-000	2004 8/31/2004	2,663.99	\$	2,663.99		YEAR
800-002-068-000	2003 8/31/2003	150.71	\$	150.71		YEAR
800-002-069-000	2002 8/31/2002	159.39	\$	159.39		YEAR
800-002-088-000	2010 8/31/2010	139.10	\$	139.10		1X
800-002-090-000	2006 8/31/2006	126.82	\$	126.82		YEAR
800-002-093-000	2006 8/31/2006	485.96	\$	485.96		YEAR
800-002-096-000	2006 8/31/2006	317.06				
800-002-096-000	2007 8/31/2007	317.38				
800-002-096-000	2008 8/31/2008	317.75	\$	952.19		INACTIVE
800-002-102-000	2007 8/31/2007	65.64	\$	65.64		INACTIVE
800-002-106-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-002-107-000	2007 8/31/2007	65.64	\$	65.64		YEAR
800-002-109-000	2007 8/31/2007	634.78	\$	634.78		YEAR
800-002-129-000	2011 8/31/2011	1,217.95			2,081.59	PAID, INTEREST NOT COVERED
800-002-129-000	2013 8/31/2013	1,483.00	\$	2,700.95	2,049.24	PAID, INTEREST NOT COVERED
800-002-138-000	2007 8/31/2007	884.48				
800-002-138-000	2008 8/31/2008	827.95				
800-002-138-000	2009 8/31/2009	924.61				
800-002-138-000	2010 8/31/2010	1,021.04				
800-002-138-000	2011 9/24/2014	747.76	\$	4,405.84		INACTIVE
800-002-149-000	2006 8/31/2006	74.75				
800-002-149-000	2007 8/31/2007	73.39				
800-002-149-000	2008 8/31/2008	69.75	\$	217.89		INACTIVE
800-002-178-000	2006 8/31/2006	63.43				
800-002-178-000	2007 8/31/2007	63.48	\$	126.91		INACTIVE
800-002-180-000	2007 8/31/2007	63.48				
800-002-180-000	2008 8/31/2008	63.54	\$	127.02		INACTIVE
800-002-196-000	2010 8/31/2010	1,143.23	\$	1,143.23		INACTIVE
800-002-197-000	2007 8/31/2007	63.48				
800-002-197-000	2008 8/31/2008	63.54	\$	127.02		INACTIVE
800-002-198-000	2006 8/31/2006	62.81				
800-002-198-000	2007 8/31/2007	65.66				
800-002-198-000	2008 8/31/2008	64.19	\$	192.66		INACTIVE
800-002-203-000	2002 8/31/2002	163.03	\$	163.03		YEAR
800-002-213-000	2005 8/31/2005	685.92	\$	685.92		INACTIVE
800-002-221-000	2009 8/31/2009	57.79				
800-002-221-000	2010 8/31/2010	63.82				
800-002-221-000	2011 8/31/2011	64.19				
800-002-221-000	2012 8/31/2012	67.62	\$	253.42		INACTIVE
800-002-226-000	2008 8/31/2008	254.19	\$	254.19		INACTIVE
800-002-227-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-002-242-000	2008 8/31/2008	63.54				
800-002-242-000	2009 8/31/2009	69.34				
800-002-242-000	2010 8/31/2010	76.58				
800-002-242-000	2011 8/31/2011	77.03				
800-002-242-000	2012 8/31/2012	81.14				
800-002-242-000	2013 8/31/2013	97.88				
800-002-242-000	2014 8/31/2014	77.49	\$	543.00		INACTIVE
800-002-249-000	2009 8/31/2009	71.64			75.00	
800-002-249-000	2010 8/31/2010	79.51				
800-002-249-000	2011 8/31/2011	79.93				
800-002-249-000	2012 8/31/2012	84.45				
800-002-249-000	2013 8/31/2013	101.62			9.35	
800-002-249-000	2014 8/31/2014	80.46	\$	497.61		INACTIVE
800-002-250-000	2008 8/31/2008	62.72	\$	62.72		INACTIVE
800-002-265-000	2008 8/31/2008	65.63	\$	65.63		INACTIVE
800-002-275-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-002-279-000	2008 8/31/2008	381.29	\$	381.29		INACTIVE
800-002-288-000	2015 8/31/2015	106.71	\$	106.71		INACTIVE
800-002-296-000	2008 8/31/2008	102.06				
800-002-296-000	2009 8/31/2009	367.07	\$	469.13		INACTIVE
800-002-303-001	2012 10/14/2012	88.41	\$	88.41		1X
800-002-320-000	2008 8/31/2008	131.27	\$	131.27		INACTIVE
800-002-335-000	2008 8/31/2008	63.54	\$	63.54		INACTIVE
800-002-368-000	2005 8/31/2005	61.31				
800-002-368-000	2006 8/31/2006	62.81				
800-002-368-000	2007 8/31/2007	65.66	\$	189.78		YEAR
800-002-460-000	2009 8/31/2009	57.79				
800-002-460-000	2010 8/31/2010	63.82	\$	121.61		1-2 X
805-000-006-000	2009 8/31/2009	231.15	\$	231.15		YEAR
805-000-007-000	2008 8/31/2008	15,541.62	\$	15,541.62		YEAR
810-001-052-000	2007 8/31/2007	43,046.54	\$	43,046.54		YEAR
810-001-057-000	2005 8/31/2005	3,746.70				
810-001-057-000	2006 8/31/2006	3,672.80				
810-001-057-000	2007 8/31/2007	3,559.12	\$	10,978.62		YEAR
810-001-069-000	2004 8/31/2004	492.32				
810-001-069-000	2005 8/31/2005	122.64	\$	614.96		YEAR
810-001-088-000	2008 8/31/2008	1,069.10	\$	1,069.10		YEAR

810-001-090-000	2006 8/31/2006	317.06				
810-001-090-000	2007 8/31/2007	317.38	\$	634.44		YEAR
810-001-123-000	2008 8/31/2008	63.54	\$	63.54		YEAR
820-001-079-000	2004 8/31/2004	210.24	\$	210.24		YEAR
820-001-084-000	2009 9/19/2010	302.34				
820-001-084-000	2010 8/31/2010	294.83	\$	597.17		YEAR, 1-2X
820-001-105-000	2005 8/31/2005	334.46	\$	334.46		YEAR
820-001-123-000	2006 8/31/2006	1,141.80	\$	1,141.80		YEAR
820-001-161-000	2004 8/31/2004	270.75				
820-001-161-000	2005 8/31/2005	313.69				
820-001-161-000	2006 8/31/2006	315.22				
820-001-161-000	2007 8/31/2007	286.48				
820-001-161-000	2008 8/31/2008	350.27				
820-001-161-000	2009 8/31/2009	350.32	\$	1,886.73		INACTIVE
830-000-002-000	2005 8/31/2005	162.46				
830-000-002-000	2006 8/31/2006	157.05	\$	319.51		YEAR
830-000-010-000	2007 8/31/2007	103.16	\$	103.16		YEAR
830-000-117-000	2008 8/31/2008	88.04				
830-000-117-000	2009 8/31/2009	75.24	\$	163.28		YEAR
830-000-144-000	2006 8/31/2006	545.30				
830-000-144-000	2007 8/31/2007	512.45	\$	1,057.75		YEAR
830-001-049-000	2008 8/31/2008	128.77	\$	128.77		YEAR
830-001-301-000	2008 8/31/2008	234.14	\$	234.14		YEAR
830-001-336-000	2004 8/31/2004	91.89	\$	91.89		YEAR
830-001-370-000	2005 8/31/2005	64.70	\$	64.70		YEAR
830-001-426-000	2006 8/31/2006	126.54				
830-001-426-000	2007 8/31/2007	118.25	\$	244.79		YEAR
830-001-556-000	2009 8/31/2009	94.42				
830-001-556-000	2010 10/3/2010	65.54	\$	159.96		YEAR, 1-2X
830-001-568-000	2009 8/31/2009	417.12	\$	417.12		YEAR, 1-2X
850-000-232-000	2009 8/31/2009	352.08	\$	352.08		YEAR
850-000-254-000	2009 8/31/2009	1,016.40				
850-000-254-000	2010 8/31/2010	1,095.77	\$	2,112.17		YEAR, 1-2X
850-000-261-000	2009 8/31/2009	466.48	\$	466.48		YEAR
850-000-288-000	2012 8/31/2012	2,638.81	\$	2,638.81	3,488.02	PAID, NOT ALL INTEREST
850-000-299-000	2009 8/31/2009	929.42				
850-000-299-000	2010 8/31/2010	868.46	\$	1,797.88		YEAR, 1-2X
860-001-033-000	2004 8/31/2004	1,677.72	\$	1,677.72		YEAR
860-001-035-000	2004 8/31/2004	209.31	\$	209.31		YEAR
860-001-037-000	2007 8/31/2007	244.72				
860-001-037-000	2008 8/31/2008	244.44	\$	489.16	186.92	INACTIVE
860-001-075-000	2010 8/31/2010	375.89	\$	375.89		1X
860-001-093-000	2005 8/31/2005	234.60				
860-001-093-000	2008 8/31/2008	262.76				
860-001-093-000	2009 8/31/2009	268.10	\$	765.46		YEAR
860-001-100-000	2009 8/31/2009	268.10	\$	268.10		YEAR
860-001-105-000	2015 8/31/2015	292.60	\$	292.60	234.80	PAID, NOT ALL INTEREST
860-001-114-000	2006 8/31/2006	230.16	\$	230.16		YEAR
860-001-119-000	2004 8/31/2004	1,570.91				
860-001-119-000	2005 8/31/2005	1,623.95	\$	3,194.86		YEAR
860-001-128-000	2005 8/31/2005	234.11	\$	234.11		YEAR
860-001-173-000	2007 8/31/2007	259.18	\$	259.18		YEAR
860-001-191-000	2008 8/31/2008	1,083.45				
860-001-191-000	2009 8/31/2009	1,105.54				
860-001-191-000	2010 8/31/2010	1,108.56				
860-001-191-000	2011 8/31/2011	1,123.06				
860-001-191-000	2012 8/31/2012	1,149.04	\$	5,569.65	1,126.97	INACTIVE
860-001-218-000	2009 8/31/2009	95.83				
860-001-218-000	2010 8/31/2010	95.85	\$	191.68		YEAR, 1-2X
860-001-238-000	2009 8/31/2009	249.40	\$	249.40		
860-001-259-000	2016 8/31/2016	279.35	\$	279.35	237.68	YEAR, 1-2X
910-001-010-000	2009 4/10/2010	258.44				
910-001-010-000	2010 4/10/2011	259.76				
910-001-010-000	2011 4/10/2012	261.26	\$	779.46	160.62	1-3 X
910-001-056-000	2010 4/10/2011	489.80				1X
910-001-057-000	2005 4/10/2006	78.16	\$	78.16		YEAR
910-001-071-000	2007 4/10/2008	63.68				
910-001-071-000	2005 4/10/2006	62.54				
910-001-071-000	2006 4/10/2007	63.68	\$	189.90		YEAR
910-001-100-000	2006 4/10/2007	194.62				
910-001-100-000	2007 4/10/2008	194.84				
910-001-100-000	2008 4/10/2009	194.90				
910-001-100-000	2009 4/10/2010	203.12	\$	787.48		YEAR
910-001-116-000	2005 4/10/2006	119.60				
910-001-116-000	2006 4/10/2007	119.36				
910-001-116-000	2007 4/10/2008	119.48				
910-001-116-000	2008 4/10/2009	119.50				
910-001-116-000	2009 4/10/2010	127.58				
910-001-116-000	2010 4/10/2011	128.20	\$	733.72	315.20	INACTIVE
910-001-167-000	2005 4/10/2006	476.94	\$	476.94		YEAR

910-001-172-000	2012 4/10/2013	614.50	\$	614.50
910-001-187-000	2004 4/10/2005	135.33	\$	135.33
910-001-217-000	2002 4/10/2003	798.38		
910-001-217-000	2003 4/10/2004	805.04	\$	1,603.42
910-001-324-100	2008 4/10/2010	364.22		
910-001-324-200	2009 4/10/2010	365.58		
910-001-324-000	2010 4/10/2011	367.64	\$	1,097.44
910-001-344-000	2017 4/10/2018	246.38	\$	246.38
910-001-355-000	2010 4/10/2011	402.66		
910-001-355-000	2011 4/10/2012	323.36		
910-001-417-000	2005 4/10/2006	58.91	\$	58.91
980-001-057-000	2003 5/31/2005	314.13	\$	314.13
980-001-108-000	2001 12/10/2003	559.48	\$	559.48
980-001-228-000	2005 4/30/2006	20.21	\$	20.21
980-001-340-000	2004 4/30/2006	1,032.26	\$	1,032.26
980-001-349-000	2005 6/30/2007	495.56	\$	495.56
980-001-497-000	2004 7/31/2005	785.86	\$	785.86
980-001-516-000	2003 5/31/2005	276.03	\$	276.03
980-001-577-000	2003 5/31/2005	79.75	\$	79.75
980-001-899-000	2004 12/31/2005	1,577.75	\$	1,577.75
980-001-903-000	2005 7/31/2007	586.08	\$	586.08
980-001-909-000	2003 6/30/2004	53.50	\$	53.50
980-002-106-000	2003 4/30/2005	964.61	\$	964.61
980-002-162-000	2004 3/31/2006	360.47	\$	360.47
980-002-322-000	2005 7/31/2007	790.06	\$	790.06
980-002-342-000	2004 7/31/2005	1,111.66	\$	1,111.66
980-002-414-000	2003 7/31/2005	527.36	\$	527.36
980-002-568-000	2004 12/31/2005	580.86	\$	580.86
980-002-577-000	2003 7/31/2005	507.80	\$	507.80
980-002-585-000	2004 4/30/2005	947.07	\$	947.07
980-002-711-000	2002 12/31/2003	68.13	\$	68.13
980-002-735-000	2004 5/31/2006	1,053.42	\$	1,053.42
980-002-821-000	2004 3/31/2006	775.52	\$	775.52
980-002-960-000	2003 3/31/2006	766.12	\$	766.12
980-003-002-000	2005 4/30/2006	84.50	\$	84.50
980-003-122-000	2004 7/31/2005	799.78	\$	799.78
980-003-483-000	2005 7/31/2007	207.24	\$	207.24
980-003-484-000	2005 5/31/2006	207.85	\$	207.85
980-003-605-000	1997 12/10/2004	1,334.27	\$	1,334.27
980-003-606-000	1996 12/10/2004	367.62	\$	367.62
980-003-626-000	2005 7/31/2007	1,503.98	\$	1,503.98
980-003-719-000	2006 4/10/2009	270.22	\$	270.22
980-003-723-000	2006 4/10/2009	133.12	\$	133.12
980-003-732-000	2005 12/10/2006	247.14	\$	247.14
980-003-741-000	2007 10/31/2008	66.88	\$	66.88
980-003-751-000	2006 10/31/2008	376.70	\$	376.70
980-003-759-000	2007 11/2/2009	300.32	\$	300.32
981-003-719-000	2007 4/10/2009	1,209.14	\$	1,209.14
981-003-723-000	2007 4/10/2009	64.92	\$	64.92
981-003-759-000	2008 11/2/2009	1,112.32	\$	1,112.32
985-001-621-000	2004 12/10/2005	33.34	\$	33.34
985-001-650-000	2005 6/30/2007	110.88	\$	110.88
985-001-805-000	2002 12/10/2006	167.26	\$	167.26
985-002-014-000	2006 4/10/2008	866.36	\$	866.36
985-002-063-000	2012 4/10/2014	222.46	\$	222.46
985-002-071-000	2013 4/10/2015	851.74	\$	851.74
990-014-321-100	2003 4/30/2005	106.78	\$	106.78
990-039-672-100	2007 10/31/2009	2,069.71	\$	2,069.71
990-039-722-100	2007 4/30/2009	34.24	\$	34.24
990-039-763-100	2007 4/30/2009	110.04	\$	110.04
990-039-856-100	2007 4/30/2010	582.93	\$	582.93
990-039-872-100	2007 4/30/2009	41.93	\$	41.93
990-039-951-100	2007 4/30/2009	42.86	\$	42.86
990-039-956-100	2007 4/30/2009	248.63	\$	248.63
990-040-078-100	2006 9/30/2010	1,229.86	\$	1,229.86
990-040-119-100	2006 9/30/2010	388.37	\$	388.37
990-040-282-000	2008 6/1/2009	124.14	\$	124.14
990-040-402-100	2008 10/31/2010	706.43	\$	706.43
990-040-404-000	2007 6/1/2009	210.87	\$	210.87
990-040-484-000	2007 4/30/2009	117.34	\$	117.34
990-040-488-100	2008 1/31/2010	800.08	\$	800.08
990-040-496-100	2007 2/28/2010	460.22	\$	460.22
990-040-557-000	2008 6/30/2009	134.09	\$	134.09
990-040-676-000	2008 7/31/2009	374.39	\$	374.39
990-040-740-000	2008 6/1/2009	396.37	\$	396.37
990-040-793-000	2008 6/1/2009	693.17	\$	693.17
990-040-944-000	2007 6/30/2009	26.51	\$	26.51
990-041-021-100	2007 3/31/2010	2,867.54	\$	2,867.54
990-041-098-000	2008 6/1/2009	226.42	\$	226.42
990-041-099-100	2008 12/31/2009	514.18	\$	514.18

368.91

237.12

1 X, 1/2 PAYMENT
YEAR

YEAR

YEAR 1-3 X

PAID, NOT ALL INTEREST PAID

YEAR, 1-2X

YEAR, 1-2X

MOBILE HOMES W
BANK HOLDERS

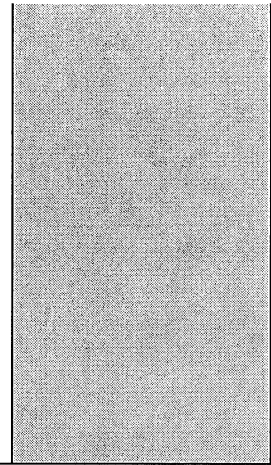
990-041-181-100	2008 10/31/2010	62.34	\$	62.34
990-041-404-000	2008 6/1/2009	542.14	\$	542.14
990-041-412-100	2008 10/31/2010	693.55	\$	693.55
990-041-580-000	2006 4/30/2009	139.45	\$	139.45
990-041-581-000	2006 4/30/2009	76.16	\$	76.16
990-041-589-000	2007 4/30/2009	2,846.80	\$	2,846.80
990-041-608-000	2006 4/30/2009	2,250.22	\$	2,250.22
990-041-719-000	2007 4/30/2009	219.60	\$	219.60
990-041-731-000	2007 4/30/2009	94.93	\$	94.93
990-041-757-000	2007 6/30/2009	62.56	\$	62.56
990-041-789-000	2008 6/1/2010	225.96	\$	225.96
990-041-940-000	2008 4/1/2010	94.02	\$	94.02
990-041-968-000	2008 4/1/2010	485.84	\$	485.84
990-042-100-000	2008 7/31/2009	596.79	\$	596.79
990-042-229-000	2008 8/2/2010	117.54	\$	117.54
990-042-232-000	2008 8/2/2010	110.50	\$	110.50
990-042-402-000	2008 8/2/2010	91.69	\$	91.69
990-042-427-000	2008 12/31/2009	18.41	\$	18.41
990-042-542-100	2009 10/31/2010	643.24	\$	643.24
990-042-549-000	2009 8/2/2010	307.82	\$	307.82
990-042-579-000	2009 4/1/2010	47.03	\$	47.03
990-042-618-000	2009 11/30/2011	102.36	\$	102.36
990-042-646-000	2009 8/2/2010	547.47	\$	547.47
990-042-677-000	2009 6/1/2010	93.65	\$	93.65
990-042-726-000	2009 8/2/2010	87.31	\$	87.31
990-042-850-100	2008 7/31/2010	4,907.52	\$	4,907.52
990-042-851-100	2008 7/31/2010	1,193.83	\$	1,193.83
990-042-852-100	2008 7/31/2010	2,016.16	\$	2,016.16
990-042-853-100	2008 7/31/2010	2,834.15	\$	2,834.15
990-042-854-100	2008 7/31/2010	2,666.82	\$	2,666.82
990-042-867-000	2009 3/1/2010	26.37	\$	26.37
990-042-904-000	2009 8/2/2010	34.91	\$	34.91
990-042-910-100	2009 5/31/2010	126.39	\$	126.39
990-042-924-100	2008 7/31/2010	3,389.08	\$	3,389.08
990-043-012-100	2009 10/31/2010	425.19	\$	425.19
990-043-036-000	2009 4/30/2010	137.21	\$	137.21
990-043-064-000	2009 6/1/2010	87.60	\$	87.60
990-043-107-000	2009 6/1/2010	178.04	\$	178.04
990-043-151-000	2009 4/30/2010	335.52	\$	335.52
990-043-258-200	2009 5/31/2010	86.09	\$	86.09
990-043-310-100	2009 9/30/2012	172.93	\$	172.93
990-043-453-000	2009 5/31/2011	314.27	\$	314.27
990-043-539-000	2009 8/2/2010	765.55	\$	765.55
990-043-612-000	2009 4/1/2011	126.96	\$	126.96
990-043-806-000	2009 6/30/2011	44.06	\$	44.06
990-043-840-000	2009 5/2/2011	76.36	\$	76.36
990-043-950-000	2010 5/2/2011	24.22	\$	24.22
990-044-031-000	2010 4/1/2011	61.66	\$	61.66
990-044-115-000	2010 5/31/2011	153.75	\$	153.75
990-044-120-000	2010 6/30/2011	352.66	\$	352.66
990-044-140-000	2010 5/2/2011	106.87	\$	106.87
990-044-177-000	2010 5/31/2011	83.53	\$	83.53
990-044-189-000	2010 6/30/2011	712.88	\$	712.88
990-044-196-000	2010 4/1/2011	103.70	\$	103.70
990-044-208-000	2010 5/31/2011	294.82	\$	294.82
990-044-259-000	2010 4/1/2011	57.66	\$	57.66
990-044-371-000	2010 5/2/2011	71.01	\$	71.01
990-044-404-000	2010 4/1/2011	255.83	\$	255.83
990-044-417-000	2010 5/2/2011	27.36	\$	27.36
990-044-435-000	2010 5/2/2011	88.30	\$	88.30
990-044-457-000	2010 4/1/2011	23.56	\$	23.56
990-044-804-000	2010 5/2/2011	108.72	\$	108.72
990-044-830-000	2010 6/30/2011	142.27	\$	142.27
990-044-914-000	2010 5/31/2012	23.58	\$	23.58
990-044-955-000	2010 1/3/2012	66.92	\$	66.92
990-044-959-000	2009 6/30/2011	30.18	\$	30.18
990-044-973-000	2010 2/29/2012	21.93	\$	21.93
990-045-054-000	2010 1/3/2012	40.01	\$	40.01
990-045-181-000	2010 1/3/2012	28.07	\$	28.07
990-045-242-000	2010 7/2/2012	302.41	\$	302.41
990-045-439-000	2011 10/31/2012	111.36	\$	111.36
990-045-451-000	2011 7/31/2012	67.82	\$	67.82
990-045-493-000	2011 7/2/2012	1,014.04	\$	1,014.04
990-045-716-000	2010 5/31/2012	1,143.58	\$	1,143.58
990-045-759-000	2011 2/29/2012	563.06	\$	563.06
990-045-853-300	2011 9/30/2014	2,973.94	\$	2,973.94
990-045-870-000	2011 5/31/2012	23.93	\$	23.93
990-045-965-000	2011 5/31/2012	38.17	\$	38.17
990-046-030-000	2011 7/2/2012	67.98	\$	67.98
990-046-212-000	2011 4/30/2013	70.88	\$	70.88

14.22

990-046-285-000	2011 7/1/2013	18.12	\$	18.12
990-046-285-001	2011 7/1/2013	160.97	\$	160.97
990-046-719-000	2011 9/30/2013	316.25	\$	316.25
990-046-764-000	2011 2/28/2013	51.10	\$	51.10
990-046-999-000	2011 7/31/2013	180.57	\$	180.57
990-047-106-000	2012 5/31/2013	154.81	\$	154.81
990-047-145-000	2012 9/30/2013	61.31	\$	61.31
990-047-217-000	2012 7/31/2013	343.68	\$	343.68
990-047-313-000	2012 5/31/2013	80.30	\$	80.30
990-047-450-000	2012 7/31/2013	18.08	\$	18.08
990-047-491-000	2012 10/31/2013	38.80	\$	38.80
990-047-641-000	2012 2/28/2014	59.68	\$	59.68
990-047-708-000	2012 6/2/2014	97.92	\$	97.92
990-047-708-001	2012 6/2/2014	303.93	\$	303.93
990-047-719-000	2012 7/31/2014	102.91	\$	102.91
990-047-825-000	2012 2/28/2014	517.39	\$	517.39
990-047-929-000	2012 8/31/2014	115.36	\$	115.36
990-047-945-000	2012 1/31/2014	166.14	\$	166.14
990-048-040-000	2012 10/31/2013	356.70	\$	356.70
990-048-107-000	2012 9/30/2013	374.50	\$	374.50
990-048-346-000	2012 10/31/2014	30.64	\$	30.64
990-048-570-000	2013 7/31/2014	41.27	\$	41.27
990-048-848-000	2013 3/2/2015	492.82	\$	492.82
990-049-015-000	2013 2/2/2015	279.64	\$	279.64
990-049-156-000	2013 12/31/2014	135.25	\$	135.25
990-049-538-000	2014 3/31/2015	551.03	\$	551.03
990-049-554-000	2013 10/31/2015	133.87	\$	133.87
990-049-580-000	2014 6/1/2015	250.47	\$	250.47
990-049-605-000	2014 10/31/2015	258.01	\$	258.01
990-049-620-000	2014 10/31/2015	250.75	\$	250.75
990-049-779-000	2014 6/1/2015	93.78	\$	93.78
990-150-025-000	2006 2/28/2009	1,062.08		1,062.08
991-040-078-100	2007 9/30/2010	6,262.97		6,262.97
991-040-119-100	2007 9/30/2010	2,003.24		2,003.24
991-040-186-000	2008 4/30/2009	16.43		16.43
991-040-227-100	2008 1/31/2010	1,404.72		1,404.72
991-040-404-000	2008 6/1/2009	795.78		795.78
991-040-484-000	2008 4/30/2009	319.06		319.06
991-040-496-100	2008 2/28/2010	1,070.63		1,070.63
991-040-506-100	2008 7/31/2010	886.00		886.00
991-040-539-000	2008 10/31/2009	118.40		118.40
991-040-925-100	2008 10/31/2010	44.23		44.23
991-040-944-000	2008 6/30/2009	168.38		168.38
991-041-155-100	2008 3/31/2011	259.49		259.49
991-041-580-000	2007 4/30/2009	656.74		656.74
991-041-581-000	2007 4/30/2009	180.15		180.15
991-041-608-000	2007 4/30/2009	5,755.11		5,755.11
991-041-719-000	2008 4/30/2009	13.46		13.46
991-041-727-000	2008 4/30/2009	61.97		61.97
991-041-968-000	2009 4/1/2010	624.77		624.77
991-042-229-000	2009 8/2/2010	351.12		351.12
991-042-231-000	2009 2/1/2010	115.96		115.96
991-042-232-000	2009 8/2/2010	147.29		147.29
991-042-369-100	2009 10/31/2010	124.06		124.06
991-042-402-000	2009 8/2/2010	241.49		241.49
991-042-427-000	2009 12/31/2009	40.28		40.28
991-042-850-000	2009 8/31/2010	511.01		511.01
991-042-851-000	2009 8/31/2010	124.60		124.60
991-042-852-000	2009 8/31/2010	210.49		210.49
991-042-853-000	2009 8/31/2010	296.03		296.03
991-042-854-000	2009 8/31/2010	278.38		278.38
991-042-924-000	2009 8/31/2010	353.93		353.93
991-043-409-001	2010 8/31/2011	22.92		22.92
991-043-481-001	2010 5/2/2011	13.28		13.28
991-043-485-000	2010 4/1/2011	37.77		37.77
991-043-612-000	2010 4/1/2011	39.95		39.95
991-043-842-000	2010 4/1/2011	13.68		13.68
991-043-932-000	2010 5/31/2011	166.16		166.16
991-044-297-000	2010 5/2/2011	31.50		31.50
991-044-973-000	2011 2/29/2012	14.01		14.01
991-045-091-000	2011 4/30/2012	465.34		465.34
991-045-181-000	2011 1/3/2012	57.06		57.06
991-045-242-000	2011 7/2/2012	262.94		262.94
991-045-309-000	2011 4/30/2012	162.03		162.03
991-045-316-000	2011 1/31/2012	62.10		62.10
991-045-716-000	2011 5/31/2012	94.79		94.79
991-046-285-001	2012 7/1/2013	194.45		194.45
991-046-548-000	2012 2/28/2013	56.10		56.10
991-046-634-000	2012 2/28/2013	17.22		17.22
991-046-711-001	2012 2/28/2013	100.73		100.73

298.62

991-046-719-000	2012 9/30/2013	1,038.29	1,038.29	
991-046-756-000	2012 1/31/2013	20.04	20.04	
991-046-999-000	2012 7/31/2013	38.88	38.88	
991-047-708-001	2013 6/2/2014	99.11	99.11	
991-047-719-000	2013 7/31/2014	218.92	218.92	84.59
991-047-929-000	2013 8/31/2014	141.70	141.70	
991-047-945-000	2013 1/31/2014	37.00	37.00	
991-048-346-000	2013 10/31/2014	13.92	13.92	
991-049-005-000	2014 10/31/2015	100.27	100.27	105.58
991-049-547-000	2014 6/1/2015	576.24	576.24	
991-049-554-000	2014 10/31/2015	575.87	575.87	
991-050-414-000	2015 6/30/2016	302.63	302.63	
991-051-801-000	2016 9/30/2017	513.54	513.54	
991-051-839-000	2016 9/30/2017	2,003.69	2,003.69	
991-051-865-000	2016 11/30/2017	151.80	151.80	
991-052-993-000	2017 2/28/2018	569.42	569.42	
991-054-630-100	2018 5/31/2019	9,348.98	9,348.98	
995-008-790-100	2007 12/31/2009	1,713.09	\$ 1,713.09	
995-008-923-100	2007 5/31/2009	1,536.32	\$ 1,536.32	
995-009-394-000	2007 7/31/2009	3,776.89	\$ 3,776.89	
995-009-486-000	2008 10/31/2009	1,521.58	\$ 1,521.58	
996-009-394-000	2008 7/31/2009	91.52	\$ 91.52	
ROLL CATEGORY - DU		\$ 409,459.05	\$ 17,988.10	\$ 391,470.95





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: 17.

MEETING DATE: 8/20/2019

DEPARTMENT: OFFICE OF EMERGENCY SERVICES

DEPT HEAD/DIRECTOR: Kevin O'Neill

AGENDA ITEM PREPARER: Kevin O'Neill

SBC DEPT FILE NUMBER: 75.5

SUBJECT:

OFFICE OF EMERGENCY SERVICES - K. O'NEILL

Receive presentation on emergency preparedness activities by the Office of Emergency Services.

SBC FILE NUMBER: 75.5

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The Office of Emergency Services is responsible for a wide range of programs relating to preparation for, response to, recovery from, and mitigation of disasters and large scale emergencies. The Office of Emergency Services will give the Board of Supervisors an update on the progress of various programs, initiatives, and administrative functions.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Presentation Only.

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

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Peter Hernandez
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Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 18.

MEETING DATE: 8/20/2019

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

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Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 19.

MEETING DATE: 8/20/2019

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

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Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 20.

MEETING DATE: 8/20/2019

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

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District No. 5
Vice - Chair

Item Number: 21.

MEETING DATE: 8/20/2019

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

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District No. 5
Vice - Chair

Item Number: 22.

MEETING DATE: 8/20/2019

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

Threat to Public Services or Facilities

Government Code 54957a.

SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

Hold Closed Session

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold Closed Session

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

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Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 23.

MEETING DATE: 8/20/2019

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Barbara Thompson

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION-CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Michael McDougall, Ray Espinosa, Edgar Nolasco, Stewart Patri, Elvia Barocio and Barbara Thompson.

Employee Organizations:

Institutions Association

Law Enforcement Management

Management Employees' Group

SEIU Local 521 (General Unit Employees)

Deputy Sheriff's Association

Confidential Employees

Confidential Management Employees

Appointed Department Heads

Unrepresented Employees

AUTHORITY: California Government Code Section 54957.6

SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

CLOSED SESSION

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

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District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number:

MEETING DATE: 8/20/2019

DEPARTMENT:

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

Adjourn to the next regular meeting of September 10, 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 September 10, 2019.

ADDITIONAL PERSONNEL: