

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**

October 22, 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 **October 22, 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 Certificate of Recognition to Judith Diaz, Assessment Clerk III, with the Assessor's Office for her 30 years of service with the County of San Benito upon her retirement.

SBC FILE NUMBER: 156

HEALTH & HUMAN SERVICES AGENCY - T. BELTON

Receive Presentation on Flu Clinic to be conducted October 29, 2019.
SBC FILE NUMBER: 130

d. **Public Comment**

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

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

f. **Board Announcements: Information Only**

CONSENT AGENDA

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

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

1. **BOARD OF SUPERVISORS**

Approve Proclamation proclaiming the month of October 2019 as "the Nineteenth Annual Bi-national Health Week in San Benito County. To be presented at a later date.

SBC FILE NUMBER: 430

2. **CHILD SUPPORT SERVICES- J. MURRAY**

Approve Amendment (Addendum G) to the Commercial Lease for the Department of Child Support Services extending lease from June 30, 2019 to June 30, 2024, in the amount of \$8,000.00 per month for the five years of the amended lease.

SBC FILE NUMBER: 22

3. **CLERK OF THE BOARD OF SUPERVISORS - J. SLIBSAGER**

Approve the action minutes of the July 23, 2019 regular meeting and the August 6, 2019 regular meeting.

SBC FILE NUMBER: 119

4. **COUNCIL OF GOVERNMENTS - M. GILBERT**

Adopt Resolution approving the Council of Governments' amended Conflict of Interest Code, designating the Measure G Transportation Safety and Investment Plan Oversight Committee as an advisory body whose members are required to file statements of economic interest.

SBC FILE NUMBER: 1035

RESOLUTION NO: 2019-105

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

Authorize staff to re-purpose programmed funding for the Cienega Road Realignment project to the Cienega Road Maintenance division for general maintenance of Cienega Road; approve transfer of the balance of Cienega

Road Realignment funds to Cienega Road Maintenance division and authorize the County Administrative Officer to transfer additional interest earned in the Cienega Road Realignment account in FY19/20.

SBC FILE NUMBER: 105

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

Approve Amendment No. 5 to contract with Gregory M. LaForge, extending the public defender contract for an additional year, from October 31, 2019 to October 31, 2020, in the amount of \$405,000 annually.

SBC FILE NUMBER: 149

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

Approve Amendment No. 5 to contract with Harry J. Damkar, extending the alternate public defender contract for an additional year, from October 31, 2019 to October 31, 2020, in the amount of \$158,000 annually.

SBC FILE NUMBER: 149

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

Approve Amendment No. 3 to contract with Arthur Cantu, extending the alternate public defender contract for an additional year, from October 31, 2019 to October 31, 2020, in the amount of 80,000 annually.

SBC FILE NUMBER: 149

9. **HEALTH & HUMAN SERVICES AGENCY - T. BELTON**

Approve contract with Youth Alliance for Homeless Emergency Assistance Program (HEAP) Youth Services for the period of September 1, 2019 through October 31, 2021, for a total amount not to exceed \$280,663.00.

SBC FILE NUMBER: 130

10. **HEALTH & HUMAN SERVICES AGENCY - T. BELTON**

Approve contract with Community Solutions for Services Related to Commercially, Sexually Exploited Children (CSEC) and Independent Living Plan (ILP) Programs for the period of October 1, 2019 through June 30, 2020, in the amount not to exceed \$194,276.00.

SBC FILE NUMBER: 130

11. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON**

Approve the re-appointments of Ms. Karen Para, Mr. Richard Perez, Sr and Mr. Jose Rodriguez to represent the Private Sector, a mandated board position, for a three year term, effective 10/8/2019 through 10/8/2022.

SBC FILE NUMBER: 130

12. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON**

Approve the appointment of Ms. Judi Johnson as the Representative for the District# 4 representative to the Community Action Board for a three-year term effective 10/22/19 through 10/22/2022.

SBC FILE NUMBER: 130

13. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON**

Approve the re-appointment of Ms. Ellen Laitinen as the District #1 Representative of the private sector to the Community Action Board to be effective October 22, 2019 to October 22, 2021.

SBC FILE NUMBER: 130

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

Approve amendment #3 to the contract with Field Solutions

Inc. for maintenance of the extraction well pumps at John Smith Landfill. The contract amendment will add additional compensation in the amount of \$10,504.00 for a total contract amount of \$92,204.00.

SBC FILE NUMBER: 105

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

Approve a contract Amendment #1 with Felice Consulting Services in an amount not to exceed \$160,000.00 to provide Capital Program Management services between November 1, 2019 and June 30, 2020.

SBC FILE NUMBER: 105

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

Adopt Resolution ratifying the County Administrator's Letting of contracts to remediate local emergency and confirming the County Administrator's authority to enter into emergency contracts pursuant to public contracts code 22050 without competitive bidding, finding that there is a need to continue such emergency action, finding that the repair work is statutorily exempt from the California Environmental Quality Act (CEQA). (4/5 vote required)

SBC FILE NUMBER: 105

RESOLUTION NO: 2019-106

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

Approve Participation Agreement between the California State Sheriffs' Association and County to participate in the statewide Victim Information Notification Everyday (VINE) program to provide free of charge victim notification services; and authorize the Sheriff to sign the agreement.

SBC FILE NUMBER: 110

PUBLIC HEARING

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

Hold a Public Hearing Regarding Acquisition of Real Property located on Buena Vista Road (APN 019-230-002-000) from Graniterock Company in the amount of \$450,000 (minus a charitable contribution of \$65,000 for a net price of \$385,000) and approve the Real Property Purchase and Sale Agreement. Said price is subject to an increase of \$11,500 should Graniterock demolish the existing building on the Property prior to the close of escrow; approve budget adjustment/transfer in the amount of \$396,500.00 (4/5 vote)

SBC FILE NUMBER: 790

REGULAR AGENDA

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

a) Staff report.

b) Public opportunity to address the Board on a particular agenda item. Please fill out a speaker card and present it to the Clerk prior to consideration of the item.

c) Consideration by the Board.

19. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Accept informational presentation for the County Behavioral Health Center providing a summary of the fiscal considerations, including the financing plan to support the construction of a new and larger Behavioral Health Department facility and construction overview.

SBC FILE NUMBER: 810

20. **COUNCIL OF GOVERNMENTS - M. GILBERT**

Receive presentation and comment on Draft Airport Land Use Compatibility Plan for the Frazier Lake Airpark and Draft Initial Study for a Proposed Negative Declaration.

SBC FILE NUMBER: 1035

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

Adopt the plans and specifications for the PWB-1911 Hospital Road Bridge – Low Water Crossing Replacement Project – FAP No. BRLKS NBIL (501); and Authorize the advertisement Invitation For Bids to construct the project upon the contract award for consultant services to provide construction contract administration, engineering, inspection, and materials testing on the project.

FILE NUMBER: 105

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

Authorize the reallocation and use of the Enterprise Fund to improve road segments on Fairview Road, Shore Road, and McCloskey Road; authorize the RMA Director to move forward with approval of the plans and specifications and Invitation for Bids process; subject to the RMA Director obtaining the Board's approval for plans and specs and complying with public bidding processes as may be required by law returning to the Board with proposed contracts for approval; authorize the RMA Director to approve a scope of work for projects in the amount not to exceed \$1.5 million from the Enterprise Fund; and approve in concept a budget adjustment from the Enterprise fund and direct RMA staff to return with a Budget Adjustment Form and financing plan at a future Board meeting.

SBC FILE NUMBER: 105

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.)

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:

SEIU Local 521 (General Unit Employees)

AUTHORITY: California Government Code Section 54957.6

SBC FILE NUMBER: 235.6

24. **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

Potential of additional litigation regarding Master Tax Agreement currently being litigated in *Award Homes and BMC Promise Way*.

ADJOURNMENT

Adjourn to the next regular meeting of November 5, 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: 10/22/2019

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: 10/22/2019

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

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:

Acknowledge Certificate of Posting.

ADDITIONAL PERSONNEL:**ATTACHMENTS:**

Description

Certificate of Posting

Upload Date Type

10/15/2019

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, October 22, 2019 was posted on the 17th day of October, 2019 at the following locations, freely accessible to the public:

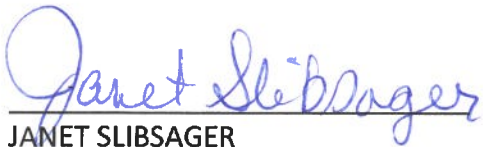
The bulletin board outside the front entrance of the Old County Courthouse,
Monterey Street, City of Hollister, County of San Benito, State of California

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

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: 10/22/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 156

SUBJECT:

BOARD OF SUPERVISORS

Present Certificate of Recognition to Judith Diaz, Assessment Clerk III, with the Assessor's Office for her 30 years of service with the County of San Benito upon her retirement.

SBC FILE NUMBER: 156

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:**STAFF RECOMMENDATION:**

Present Certificate of Recognition to Judith Diaz, Assessment Clerk III, with the Assessor's Office for her 30 years of service with the County of San Benito upon her retirement.

ADDITIONAL PERSONNEL:**ATTACHMENTS:**

Description	Upload Date	Type
Certificate of Recognition-Judith Diaz	10/14/2019	Certificate of Recognition

CERTIFICATE OF RECOGNITION

Judith Diaz

**Assessment Clerk III
Assessor's Office**

**IN APPRECIATION FOR 30 YEARS OF DEDICATED
SERVICE TO THE COUNTY OF SAN BENITO**

*Best Wishes on Your Retirement
From The San Benito County Board of Supervisors*

October 22, 2019

Anthony Botelho, District #2

Jim Gillio, District #4

Mark Medina, District #1

Peter Hernandez, District #3

Jaime De La Cruz, District #5



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: 10/22/2019

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

Receive Presentation on Flu Clinic to be conducted October 29, 2019.

SBC FILE NUMBER: 130

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Receive presentation on annual Flu Clinic to be conducted on October 29, 2019.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Flu Clinic Presentation	10/15/2019	Presentation

INFLUENZA



2019

San Benito County Public Health Services

PUBLIC HEALTH SERVICES SAN BENITO COUNTY



**PUBLIC HEALTH
SERVICES**



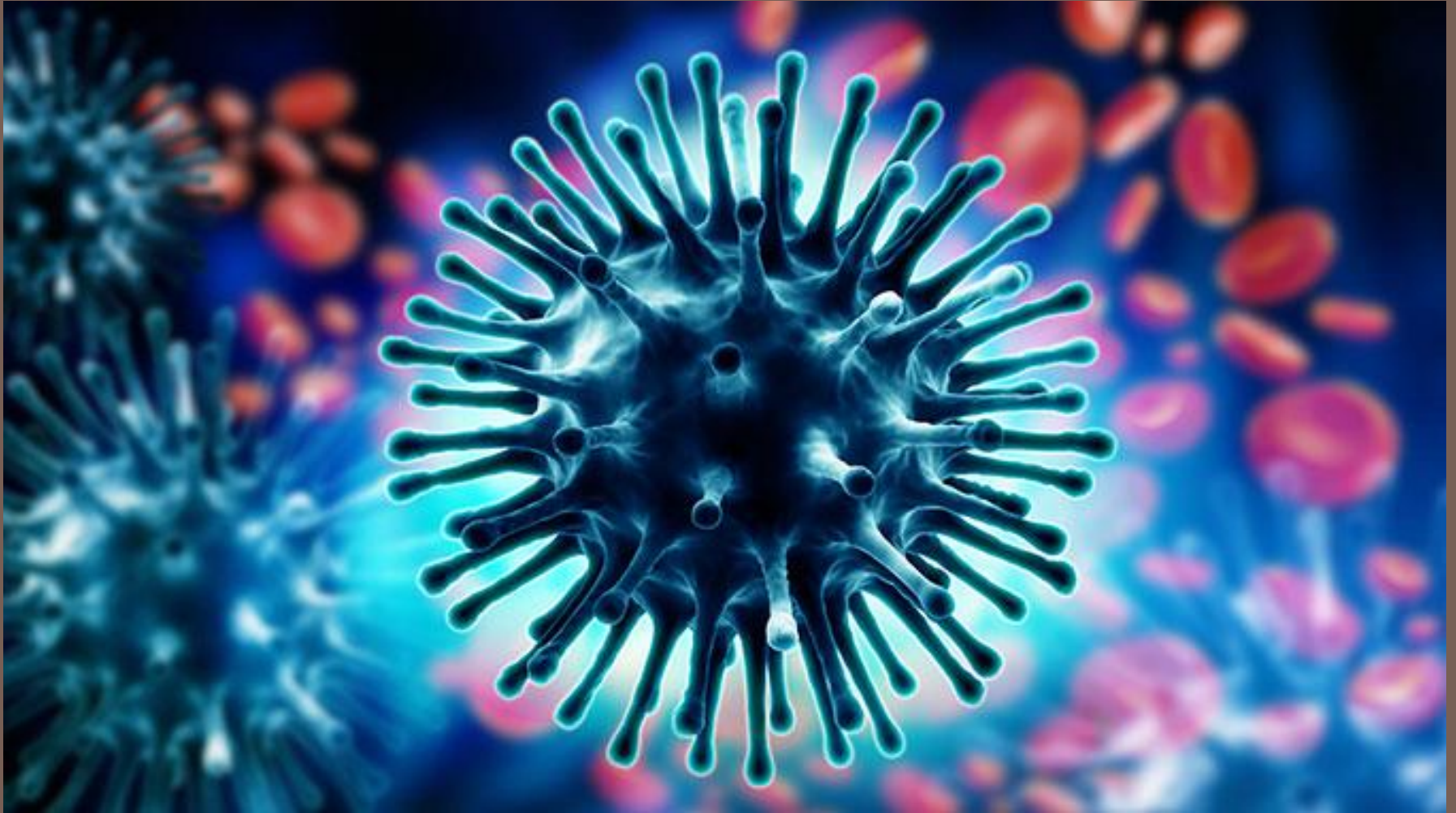
INFLUENZA 100+ YEARS



1918

1918 Pandemic Historical Perspective

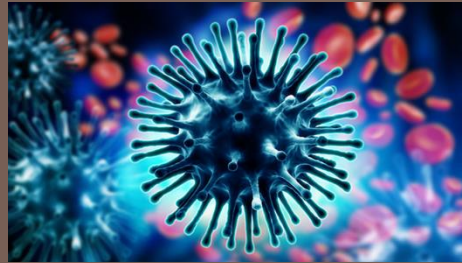
WHAT IS THIS?



2019

San Benito County Public Health Services

INFLUENZA



- A respiratory (lung) illness caused by the influenza virus
- Also known as the “flu”
- It’s contagious
- Causes thousands of hospitalizations and deaths

INFLUENZA

What are the symptoms?

Fever/chills

Cough

Sore throat

runny or stuffy nose

Muscle or body aches

Headaches

Very tired

INFLUENZA

Is it a cold or flu?



Signs and Symptoms

Symptom onset How quickly begins

Fever

Aches

Chills

Fatigue, weakness

Sneezing

Stuffy nose

Sore throat

Chest discomfort, cough

Headache

Influenza

Abrupt

Usual

Usual

Fairly common

Usual

Sometimes

Sometimes

Sometimes

Common

Common

Cold

Gradual

Rare

Slight

Uncommon

Sometimes

Common

Common

Common

Mild to moderate

Rare

2019

San Benito County Public Health Services

INFLUENZA

How does it spread?

Coughing, sneezing or talking
Sneezes can travel up to 6 feet!



Touching a surface or hands contaminated with influenza virus
Virus can live on surfaces for several days



INFLUENZA

When is someone contagious?

Symptoms begin:
1-4 days after infected.

Contagious:
1 day before symptoms and up to 5-7
days after symptoms start.



INFLUENZA

How prevent?

- ✓ Annual flu vaccination ★★ ★
- ✓ Cover mouth when coughing or sneezing
- ✓ Frequent hand washing



INFLUENZA

Flu Vaccine (Shot) Facts

- ✓ Recommended for everyone 6 months and older
- ✓ Get flu vaccination EVERY year
- ✓ Get flu vaccination as soon as available
- ✓ Takes 2 weeks to become protected after vaccine
- ✓ Can NOT get flu from the vaccine
- ✓ Vaccine contains 3 or 4 different flu strains

INFLUENZA

Who Can and Can NOT Get Flu Shot?

YES	NO	Talk with doctor/consult
<ul style="list-style-type: none">▪ 6 months and older▪ Pregnant women	<ul style="list-style-type: none">▪ Younger than 6 months▪ Severe/serious reaction to flu vaccine in past	<ul style="list-style-type: none">▪ Egg allergy▪ History of Guillain-Barré Syndrome▪ Feeling ill today

INFLUENZA

How treat?

- ✓ rest
- ✓ stay hydrated
- ✓ fever treatment
- ✓ antiviral medication when prescribed by doctor



PUBLIC HEALTH RESPONSE



UVACCINATION

uals ages 6 months through

uesday, October 29th,

3:00 to 8:00 p.m.



PROTECT

Prevent, Contain, Treat

PUBLIC HEALTH RESPONSE

FREE FLU VACCINATION CLINIC

For all individuals ages 6 months through seniors

Tuesday, October 29th, 2019

3:00 to 8:00 p.m.

Veteran's Memorial Building

San Benito County
Public Health Services

(831) 637-5367



PROTECT

Prevent, Contain, Treat



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: 1.

MEETING DATE: 10/22/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 430

SUBJECT:

BOARD OF SUPERVISORS

Approve Proclamation proclaiming the month of October 2019 as "the Nineteenth Annual Bi-national Health Week in San Benito County. To be presented at a later date.

SBC FILE NUMBER: 430

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

See attached flyer.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve Proclamation proclaiming the month of October 2019 as "the Nineteenth Annual Bi-national Health Week in San Benito County. To be presented at a later date.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Bi-National Health Week Flyer	10/14/2019	Backup Material
Bi-National Health Week Proclamation	10/14/2019	Proclamation



**SAN BENITO HEALTH
FOUNDATION**
Community Health Center



**“Healthy Minds, Happy Families” Health Fair
SPEAKERS PROGRAM
October 23rd, 2019
5:00 – 5:55 PM**

ROBERT LUND, SBHF Board Chair (2 min)

Greeting, Introduction

ARACADIO VIVEROS, SBHF Board Vice Chair (2 min)

Greeting, Introduction

ROSA VIVIAN FERNÁNDEZ, MPH, FACHE, SBHF President & CEO (5 min)

Welcome, Clinic News, Intro Binational Health Week Health Fair

ALEJANDRA MARÍA GABRIELA BOLOGNA ZUBIKARAI, Consul Of Mexico in San José (5 min)

Importance of Binational Health Week (confirmation pending)

ROBERTO DANSIE, PhD, Cultural Wisdom CEO (20 min)

Psychological value

ROBERT RIVAS, Assemblymember (5 min)

Relevance to state (confirmation pending)

ANNA VELASQUEZ, Senator Anna Caballero's Representative (5 min)

Access to health care

JAIME DE LA CRUZ, San Benito County Supervisor (5 min)

Relevance to county (confirmation pending)

CESAR FLORES, San Juan Bautista Mayor (5 min)

150 years of San Juan Bautista, hometown pride

ARACADIO VIVEROS, SBHF Board Vice Chair (1 min)

Thank Yous



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 ***“Bi-National Health Week 2019”*** **“All for Health and Health for All”**

WHEREAS, the Secretariat of Health and of Foreign Affairs of Mexico, the Ministries of foreign Affairs of Guatemala, Honduras, Colombia, and Peru; the United States Mexico Border Health Commission, and the Health Initiative of the Americas, and the University of California at Berkeley School of Public Health, have recognized the necessity of improving access to health services for the underserved Latino population in the United States of America; and

WHEREAS, improving the health of mobile populations required multiple approaches in service design, delivery, funding priorities, and most fundamentally, requires strong binational commitment; and

WHEREAS, Binational Health Week reflects coordinated efforts between the United States, Mexico, Canada, Guatemala, Honduras, Colombia, and Peru to improve the quality of the underserved populations by expanding their access to health care, increasing their health insurance coverage, and reducing their unmet health needs; and

WHEREAS, the Health Initiative of the Americas, and the consular network in the United States of Mexico, Guatemala, Honduras, Colombia, and Peru, are coordinating the Nineteenth Annual Binational Health Week throughout the country that will be centered in the regions with a high level of community health needs; and

WHEREAS, ***Bi-National Health Week*** provides an opportunity to highlight critical health needs in San Benito County as well as throughout the United States, and will serve as the basis for future bilateral efforts.

NOW THEREFORE LET IT BE RESOLVED that the San Benito County Board of Supervisors is committed to recognizing and honoring those observances that are dedicated to the best ideals of public services; and **Therefore Proclaims October 2019 as, “The Nineteenth Annual *Bi-National Health Week* in the County of San Benito.**

In witness of the approval of this proclamation by the San Benito County Board of Supervisors of San Benito County on this on this 22nd day of October, 2019.

Mark Medina, Chair
San Benito County Board of Supervisors



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: 10/22/2019

DEPARTMENT: CHILD SUPPORT SERVICES

DEPT HEAD/DIRECTOR: Jamie Murray

AGENDA ITEM PREPARER: Alisha Cardenas

SBC DEPT FILE NUMBER: 22

SUBJECT:

CHILD SUPPORT SERVICES- J. MURRAY

Approve Amendment (Addendum G) to the Commercial Lease for the Department of Child Support Services extending lease from June 30, 2019 to June 30, 2024, in the amount of \$8,000.00 per month for the five years of the amended lease.

SBC FILE NUMBER: 22

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Department of Child Support Services currently occupies the premises at 2320 Technology Parkway. The lease agreement expired on June 30, 2019, but provided the option to extend the term of the lease on a month to month basis for one year. Addendum G to the lease would extend the lease for a five year term, ending on June 30, 2024.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

229.85.2530.100.619.186

CURRENT FY COST:

\$96,000

STAFF RECOMMENDATION:

1. Approve the proposed Addendum G to Commercial Lease Agreement.
2. Authorize the Chair to execute the lease on behalf of San Benito County.

ADDITIONAL PERSONNEL: No**ATTACHMENTS:**

Description

Amendment to Office Space Lease - Addendum G

Upload Date Type

10/16/2019

Other

AMENDMENT TO AGREEMENT

Addendum No. "G"

The County of San Benito Department of Child Support Services ("TENANT") and Kenneth D. Gimelli and Nancy J. Gimelli ("LANDLORD") enter into this agreement on the date stated next to the signatures in this Addendum G. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Agreement.

a. Initial Agreement.

TENANT and LANDLORD acknowledge that the parties entered into a commercial lease agreement which agreement is dated February 13, 2003.

b. Prior Amendments. (Check one.)

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: Addendum A dated 2/27/03; Addendum B dated 1/6/04; Addendum C dated 10/26/04; Addendum D dated 6/7/05; Addendum E dated 6/23/09; and Addendum F dated 6/3/14.

c. Incorporation of Original Agreement.

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

2. Purpose of this Amendment.

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

a. Lease Rate. (Check one.)

☒ The payment terms that TENANT agreed to in the original agreement (Exhibit 1) are modified as specified in Exhibit 2 to this Addendum G, which is made a part of this amended agreement.

☐ The payment terms that TENANT agreed to in the original agreement (Exhibit 1) are not modified.

b. Lease Term. (Check one.)

☒ The term of the original agreement (Exhibit 1) is extended from the current expiration date of June 30, 2019 to a new expiration date of June 30, 2024.

☐ The term of the original agreement is not modified.

c. Other Terms.

☒ Other terms of the original agreement are modified as specified in Exhibit 2 to this amended agreement ("Addendum G.")

3. Provisions Not Modified.

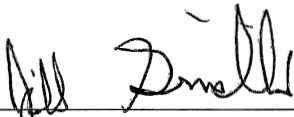
All other terms and conditions of the original agreement (Exhibit 1) which are not changed by this amendment shall remain the same.

LANDLORD



Kenneth D. Gimelli

Oct 16 2019
Date



Nancy J. Gimelli

Oct 16 2019
Date

COUNTY

Mark Medina, Chair
San Benito County Board of Supervisors

Date

ATTEST:

Janet Slibsager, Clerk of the Board

Date

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



Shirley L. Murphy, Deputy County Counsel

Oct. 16, 2019
Date

**EXHIBIT 1
TO ADDENDUM #G
TO COMMERCIAL LEASE AGREEMENT**

**ORIGINAL
LEASE AGREEMENT**

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

AMENDMENT TO AGREEMENT
Addendum No. "F"

The County of San Benito Department of Child Support Services ("TENANT") and Kenneth D. Gimelli and Nancy J. Gimelli ("LANDLORD") enter into this agreement on the date stated next to the signatures in Addendum F. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Agreement.

a. Initial Agreement.

TENANT and LANDLORD acknowledge that the parties entered into an agreement which agreement is dated February 13, 2003.

b. Prior Amendments. (Check one.)

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: Addendum A dated 2/27/03; Addendum B dated 1/6/04; Addendum C dated 10/26/04; Addendum D dated 6/7/05 and Addendum E dated 6/23/09.

c. Incorporation of Original Agreement.

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

2. Purpose of this Amendment.

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

a. Lease Rate. (Check one.)

☒ The payment terms that TENANT agree to in the original agreement (Exhibit 1) are modified as specified in Addendum E which is made a part of this amended agreement.

☐ The payment terms that TENANT agreed to in the original agreement (Exhibit 1) are not modified.

b. Lease Term. (Check one.)

☒ The term of the original agreement (Exhibit 1) is extended from the current expiration date of June 30, 2014 to a new expiration date of June 30, 2019.

☐ The term of the original agreement is not modified.

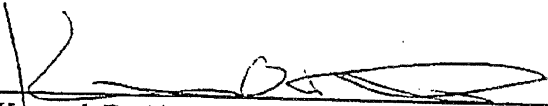
c. Other Terms.

☒ Other terms of the original contract are modified as specified in Exhibit 2 ("Addendum F.")

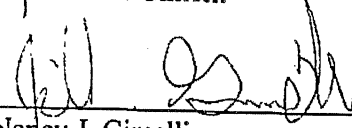
3. Provisions Not Modified.

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

LANDLORD



Kenneth D. Gimelli

May 22 2014
Date


Nancy J. Gimelli

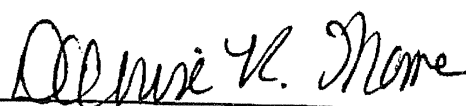
May 22 2014
Date

COUNTY


Jerry Muenzer, Chair
San Benito County Board of Supervisors

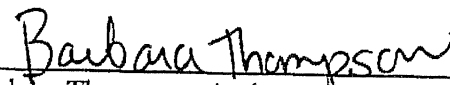
6/3/14
Date

ATTEST:


Denise R. Thome, Clerk of the Board

6/3/14
Date

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


Barbara Thompson, Assistant County Counsel

5/29/14
Date

**EXHIBIT 1
TO AMENDMENT # F**

**ORIGINAL
CONTRACT**

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



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 10/01)

Date (For reference only): February 18, 2003

Kenneth D. Gimelli & Nancy J. Gimelli

San Benito County Child Support Services

("Landlord") and

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as:
2320 Technology Parkway, Hollister, CA 95023 ("Premises"), which
comprise approximately 25.000 % of the total square footage of rentable space in the entire property. See exhibit A for a further
description of the Premises.

2. **TERM:** The term shall be for 0 years and 10 months, beginning on (date) March 1, 2003 ("Commencement Date"),
(Check A or B):

☒ A. Lease: and shall terminate on (date) December 31, 2003 at 12:00 ☒ AM ☐ PM.

Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party
may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in
advance. All other terms and conditions of this agreement shall remain in full force and effect.

☐ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at
least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.

☒ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum Addendum A

3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☐ (1) \$ 7,000.00 per month, for the term of the agreement.

☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of
each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor
Statistics of the Department of Labor for All Urban Consumers ("CPI") for
(the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI
preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the
Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the
adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely
reflects the CPI.

☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____ and

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other: _____

B. Base Rent is payable in advance on the 1st (or ☐) day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a
30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall
be prorated based on a 30-day period.

4. RENT:

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Kenneth D. Gimelli & Nancy J. Gimelli, at (address)
403 Grass Valley Road, Hollister, CA 95023, or at any other
location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is
not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is
obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord \$ 7,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return.
(IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion
as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges,
non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or
licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of
Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the
security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to
Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the
amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant.
However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after
deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

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Landlord and Tenant acknowledge receipt of a copy of this
page.

Landlord's Initials (KG)
Tenant's Initials (NG)

Reviewed by

Broker or Designee _____ Date _____



CL-11 REVISED 10/01 (PAGE 1 of 6)

Wells & Reimel Real Estate
Phone: (408) 277-1521

8010 Wayland Lane Suite 1C, Gilroy
Fax: (408) 277-1521

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 1 OF 6)
CA 95020

Business Wells

T1144070 7/97

Premises: 2320 Technology Parkway, Hollister, CA 95023 Date February 18, 2003

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>03/01/2003</u> To <u>03/31/2003</u>	\$ <u>7,000.00</u>	\$ _____	\$ <u>7,000.00</u>	<u>March 1, 2003</u>
	Date Date			
B. Security Deposit	\$ <u>7,000.00</u>	\$ _____	\$ <u>7,000.00</u>	<u>March 1, 2003</u>
C. Other: _____	\$ _____	\$ _____	\$ _____	_____
	Category			
D. Other: _____	\$ _____	\$ _____	\$ _____	_____
	Category			
E. Total:	\$ <u>14,000.00</u>	\$ _____	\$ <u>14,000.00</u>	

8. PARKING: Tenant is entitled to see Addendum A unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: Within leased Premises only. The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: See Addendum A. Items listed as exceptions shall be dealt with in the following manner: _____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representations or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant, including electricity, water, natural gas, storm sewer, sanitary sewer, telephone, security service, trash disposal. See also Addendum A.

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. ☒ (if checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as county offices

No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR ☐ (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR ☐ (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and See Addendum A for all Maintenance provisions

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials ()

Tenant's Initials ()

Reviewed by

Broker or Designee

Date



Premises: 2320 Technology Parkway, Hollister, CA 95023 Date February 18, 2003

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably be withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublease, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☒ 30) calendar days after agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys, or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and, (vii)

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for as long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by relating the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemnor. All condemnation proceeds, exclusive of those allocated by the condemnor to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 1,000,000.00. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00; plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

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CL-11 REVISED 10/01 (PAGE 3 of 6)

Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials ()
Tenant's Initials ()

Reviewed by

Broker or Designee

Date

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 3 OF 6)

73640970.2FX

Premises: 2320 Technology Parkway, Hollister, CA 95023

Date February 18, 2003

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgage, trust, or ground lesser exists to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.06.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2986; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Broker(s). Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**
- Landlord's Initials V.G.B. Tenant's Initials W

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (Signature)
Tenant's Initials (Signature)



Premises: 2320 Technology Parkway, Hollister, CA 95023

Date February 18, 2003

35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:
Landlord: Kenneth Ginalii
403 Grass Valley Road
Hollister, CA 95023
SS #564-74-4313 for tax ID
- Tenant: San Benito County Child Support Services
c/o All Soloria, County Administrator
481 Fourth Street
Hollister, CA 95023
- Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.
37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** See Exhibit A

The following ATTACHED supplements/exhibits are incorporated in this agreement: addendum A and Exhibit A

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.
41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assigns and successors to the parties.
42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.
43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: Wells & Reinal Real Estate (Print Firm Name) is the agent of (check one):
☐ the Landlord exclusively; or ☒ both the Tenant and Landlord.
Selling Agent: Wells & Reinal Real Estate (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

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Landlord and Tenant acknowledge receipt of a copy of this page.

Landlord's Initials (A) (K)
Tenant's Initials (A) (S)



CL-11 REVISED 10/01 (PAGE 5 of 6)

Reviewed by _____ Date _____
Broker or Designee _____

COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 5 OF 6)

T3640970.75X

Premises: 2320 Technology Parkway, Hollister, CA 95023

Date February 18, 2003

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant [Signature] Date 2-28-03
San Benito Co. Child Support Serv
 (Print name)
 Address 481 Fourth St. City Hollister State CA Zip 95023

Tenant _____ Date _____
 (Print name) _____
 Address _____ City _____ State _____ Zip _____

Landlord [Signature] Date 2-28-03
 (owner or agent with authority to enter into this agreement)
Kenneth D. Gimelli
 Address 403 Grass Valley Road City Hollister State CA Zip 95023

Landlord [Signature] Date 2-28-03
 (owner or agent with authority to enter into this agreement)
Nancy G. Gimelli
 Address 403 Grass Valley Road City Hollister State CA Zip 95023

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) Wells & Reimal Real Estate
 By (Agent) _____ Date _____
 Address 8010 Rayland Lane, Suite 1C City Gilroy State CA Zip 95020
 Telephone (408) 847-2500 Fax (408) 847-2525 E-mail gwells@ccim.net

Real Estate Broker (Listing Firm) Wells & Reimal Real Estate
 By (Agent) _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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 525 South Virg Avenue, Los Angeles, California 90020

CL-11 REVISED 10/01 (PAGE 6 OF 8)

Reviewed by

Broker or Designee _____ Date _____





COMMERCIAL LEASE AGREEMENT (CL-11 PAGE 6 OF 8)

Addendum A

This is an addendum to the Commercial Lease Agreement of February 18, 2003 on property known as 2320 Technology Parkway, Hollister, CA, wherein Kenneth D. Gimelli and Nancy J. Gimelli is Landlord and San Benito County Child Support Services is Tenant, and as such will be considered to be a part thereof. Parties agree to the following:

1. **LEASE RENEWAL** (see Lease Paragraph 2): By no later than thirty (30) days prior to Lease expiration, Lease may be extended provided both Landlord and Tenant agree on terms of such extension.
2. **PARKING** (see Lease Paragraph 8): Tenant's parking will be restricted to 25% (or more at Landlord's sole option) of the 72 off-street parking spaces available if and when remaining space within the building is leased to one or more additional tenants.
3. **CONDITION OF PREMISES** (see Lease Paragraph 11): Prior to Tenant's occupancy, Landlord will complete the following improvements:
 - a. Replace damaged or stained ceiling tiles;
 - b. Make certain roof is water tight;
 - c. Clean the stained carpet area;
 - d. Repair or replace, as necessary, the sink's plumbing and garbage disposal in the lunch room;
 - e. Make sure both ceiling lights in the hallway next to the bathrooms are in working order;
 - f. Repair and repaint the walls in the lunch room;
 - g. Replace electrical outlet plates in lunch room and room 117;
 - h. Repair holes in the walls and repaint where necessary the room immediately across hall from men's bathroom;
 - i. Repair and/or replace electrical outlet parts in the south and west walls of the reception area;
 - j. Repair light switch on west hallway wall between the two sets of restrooms;
 - k. Clean tile floors throughout Premises;
 - l. Thoroughly clean both bathrooms, including all bathroom fixtures, and replace toilet tank top in men's bathroom; make sure toilets are working properly.
 - m. Air conditioning and heating systems will be checked and serviced, with filters changed, within seven (7) days of Commencement Date.
4. **TENANT OPERATING EXPENSES** (see Lease Paragraph 13): Should one or more additional tenants occupy the building, the costs of electricity, natural gas, water, storm sewer, sanitary sewer and trash disposal will be prorated by Landlord. Until that time, Tenant will order and pay for all such services.
5. **MAINTENANCE** (see Lease Paragraph 17): Landlord will maintain, at Landlord's own expense, the foundation, roof, structural elements of the building, the electrical, plumbing and water systems, and the parking areas and driveways. Tenant will maintain all other areas of the Premises at its own expense, including the air conditioning and heating services, and keep the glass, windows and doors in operable and safe condition.
6. **DEMISING PREMISES**: Prior to the occupation of any additional tenants in the building, Landlord will construct demising walls isolating the Premises from other parts of the building, including the division of the reception area and the addition of a second front entrance doorway.

READ AND AGREED, LANDLORD:
Kenneth D. Gimelli & Nancy J. Gimelli

By: 
Kenneth D. Gimelli
By: 
Nancy J. Gimelli

Date: 2-28-03

READ AND AGREED, TENANT:
San Benito County Child Support Services


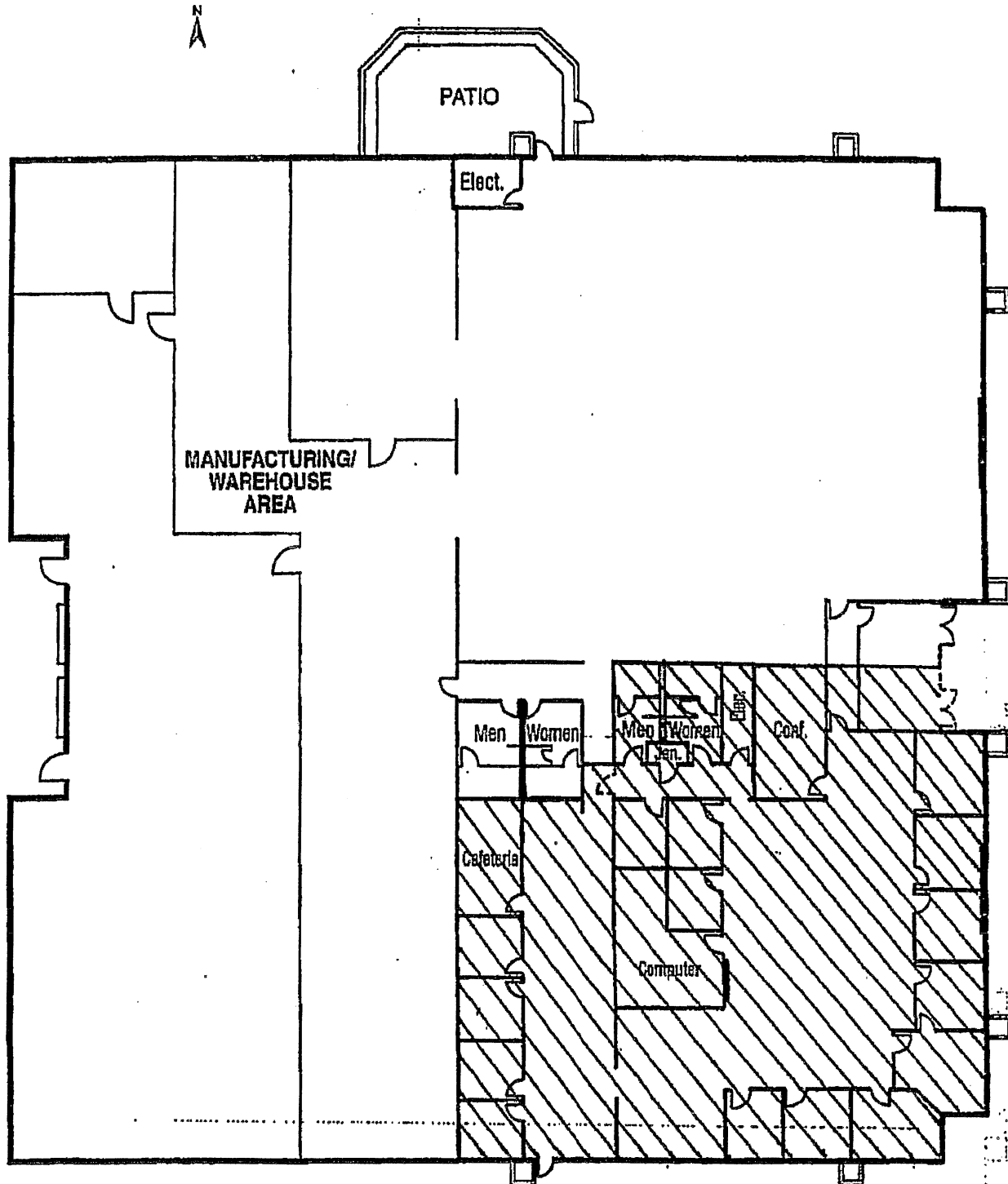
By: 
Richard Scagliotti, Chairman
County Board of Supervisors
Date: 3/27/03

EXHIBIT A

Floor Plan 2320 Technology Parkway



Addendum B to Commercial Lease Agreement

The following constitutes Addendum B to the Commercial Lease Agreement of February 18, 2003, regarding 2320 Technology Parkway, Suite A (approximately 7,390 sq. ft.), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant's Lease of the above Premises is hereby extended through September 30, 2004 and all other provisions of the said Lease shall apply.
2. Tenant shall also have the sole option to extend said Lease on a month-to-month basis for a period beginning October 1, 2004 until December 31, 2004 provided notice to Landlord of same shall be in writing and signed by the chairman of the San Benito County Board of Supervisors, and delivered to Landlord so as to arrive no later than July 31, 2004.
3. The lease rate in the event of Tenant's occupancy after September 30, 2004 shall increase to \$7,350 per month.

READ AND AGREED, LANDLORD:

Kenneth D. Gimelli & Nancy J. Gimelli

By: _____

Kenneth D. Gimelli

By: _____

Nancy J. Gimelli

Date: DEC 19 03

READ AND AGREED, TENANT:

San Benito County Child Support Services

By: _____

Richard Scagliotti, Chairman
County Board of Supervisors

Date: 1/6/04

Approval as to Form:

By: _____

Nancy C. Miller
Special Counsel San Benito County

I certify this is a true
and correct copy of
the original.

Jay C. Clark

1-9-04

ORIGINAL

Addendum C to Commercial Lease Agreement

RECEIVED

04 SEP 16 AM 8:34

The following constitutes Addendum C to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli, Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant's lease of the above Premises is hereby converted from month-to-month tenancy to multi-year except for rights of early termination as set forth in Section 4 of this Addendum, and all other provisions of the said Lease shall apply.
2. Tenant proposes and Landlord agrees the Lease rate after September 30, 2004 shall remain \$7,350.00 per month for the duration of this Addendum.
3. This Addendum shall be effective from the date signed by Tenant through June 30, 2006.
4. After July 1, 2005, Tenant shall have the right to terminate the Lease at any time upon providing 60 days' prior written notice to Landlord if Tenant determines to occupy a County facility or to vacate due to budgetary/funding constraints..
5. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.

READ AND AGREED, LANDLORD:
Kenneth D. Gimelli and Nancy J. Gimelli

By: 

Kenneth D. Gimelli

By: 

Nancy J. Gimelli

Date: SEP 12 04

READ AND AGREED, TENANT:

San Benito County Child Support Services

By: 

Vice Chair: .. Board of Supervisors

Date: 10/26/04

Approval as to Form:

By: Nancy C. Miller
Special Counsel

RECEIVED

04 OCT -7 AM 9:18

LOS
SANTA CRUZ COUNTY

TOTAL P.05

Addendum D to Commercial Lease Agreement

The following constitutes Addendum D to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Addendum C to Commercial Lease Agreement executed on October 26, 2004 shall expire on June 30, 2005, not June 30, 2006 as originally agreed.
2. Tenant proposes and Landlord agrees the Lease rate on July 1, 2005 shall reduce to \$6,667.00 per month for the first year governed by this Addendum. Parties agree to the Lease rate of \$7,350 per month in Year 2, and \$7,500.00 per month of Years 3 and 4.
3. This Addendum shall be effective from July 1, 2005 through June 30, 2009.
4. After July 1, 2006, Tenant shall have the right to terminate the Lease upon providing 60 days' written notice to Landlord if Tenant has the bona fide opportunity to occupy a County facility, or if Tenant loses program funding to such an extent as to make continuing occupancy of Premises unfeasible.
5. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.

READ AND AGREED, LANDLORD:

Kenneth D. Gimelli and Nancy J. Gimelli

By: _____

Kenneth D. Gimelli

By: _____

Nancy J. Gimelli

Date: _____

4-18-05

READ AND AGREED, TENANT:

San Benito County Child Support Services

By: _____

Chairman, Board of Supervisors

Date: _____

6/7/05

Approval as to Form:

By: _____

Claude Biddle

Interim County Counsel

ADDENDUM E

Addendum E to Commercial Lease Agreement

The following constitutes Addendum E to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant proposes and Landlord agrees the Lease rate on July 1, 2009 shall be the following: \$7,000.00 per month for the first year, \$7,250.00 per month for year two and \$7,500.00 per month for years three, four and five for the period governed by this Addendum. In consideration for the reduction of rent and leasehold improvements to be made by Landlord, Tenant agrees to pay the first six months of rent for the period governed by this Addendum (months one through six of the sixty month term) in the sum of \$42,000 on or before June 30, 2009.
2. This Addendum shall be effective from July 1, 2009 through June 30, 2014.
3. Landlord has, at his sole expense, installed separate utility meter(s) to isolate Tenant's separate costs from any other tenant and or occupant (including Landlord) and allow Tenant to be billed for Tenant's own usage. Any portion of Tenant's billing that is the expense of the Landlord or Landlord's other tenants will be billed back on a monthly basis and due on a monthly basis from Landlord. Landlord will facilitate the access to the meters by the various utility companies without having to utilize the staff of the Department of Child Support Services. Tenant, upon request, may inspect the meters from time to time to validate the readings. Landlord will secure and limit access to the staff of the Department of Child Support Services to all interior building space not included in the leased area by the Department.
4. Landlord will facilitate and work with the Department of Child Support Services on remodeling needs required by the Department. These include the following: reconfigure the front lobby, front hallway, current interview room and reception area to have a lobby, reception area with two windows, two interview rooms and secure and separate access from the lobby to office area. Landlord will reconfigure the file room space to structure a separate room to be utilized by the Tenant as a training room. Landlord will modify the interior wall to allow access to the second women's restroom adjacent to the space so leased. This new space, approximately 230 sq. ft., will be included in the new leased area. Landlord will allow Tenant to install, at Tenant's expense, a badge access security system to all access entry points of leased premises that Tenant so chooses. Landlord will secure all building permits and contractors (including architectural, building, plumbing and electrical, etc.) to accomplish remodeling projects and be responsible for assuring that all of the above outlined work will be completed no later than September 30, 2009. Tenant

agrees to cooperate in a timely manner in remodeling project so as not to cause undue delay in the completion. Landlord's failure to comply with the requirements outlined in this paragraph will result in a penalty clause that reduces the rent due for each and every month of non-compliance by \$1,000.00 per month, effective October 1, 2009.

5. Tenant is allowed 32 parking spaces to be used by both staff and visitors. Said parking spaces will be located in front of and immediately adjacent to the office. Two of said spaces will be marked as handicapped parking spaces. A restriping of the spaces will be done before this lease takes affect and be the responsibility of the Landlord.
6. After July 1, 2010, Tenant shall have the right to terminate the Lease upon providing 90 days' written notice to Landlord if Tenant has the bona fide opportunity to occupy a County owned or leased facility, or if Tenant loses program funding to such an extent as to make continuing occupancy of premises unfeasible. However, if Tenant elects to terminate the lease earlier than the five year term of this lease, Tenant will be responsible to reimburse Landlord for the costs of improvements so outlined in this Addendum up to a maximum of verified expenses of said remodel or \$15,000, whichever is lower.
7. Tenant, at Tenant's sole option, may extend the term of this lease on a month to month basis for a sixth year. The rent will remain at the same rate as the fifth year of the lease.
8. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.

READ AND AGREED, LANDLORD:
Kenneth D. Gimelli and Nancy J. Gimelli

By: _____

Kenneth D. Gimelli

By: _____

Nancy J. Gimelli

Date: JUNE 1 2009

READ AND AGREED, TENANT:

San Benito County Child Support Services

By: _____

Chairman, Board of Supervisors

Date: 6/23/09

Approval as to Form:

By: _____

Deputy County Counsel

EXHIBIT "2"
Addendum F to Commercial Lease Agreement

The following constitutes Addendum F to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant proposes and Landlord agrees the Lease rate on July 1, 2014 shall be the following: \$7,500.00 per month for the five years of the lease.
2. This Addendum shall be effective from July 1, 2014 through June 30, 2019.
3. Landlord agrees that any portion of Tenant's billing that is the expense of the Landlord or Landlord's other tenants will be billed back on a monthly basis and due on a monthly basis from Landlord. Landlord will facilitate the access to the meters by the various utility companies without having to utilize the staff of the Department of Child Support Services. Tenant, upon request, may inspect the meters from time to time to validate the readings. Landlord will secure and limit access to the staff of the Department of Child Support Services to all interior building space not included in the leased area by the Department.
4. Landlord will facilitate and work with the Department of Child Support Services on completing the remodel of the interview rooms to close off each room as a separate unit, from floor to ceiling, to meet security and privacy issues. Landlord will secure all building permits and contractors (including architectural, building, plumbing and electrical, etc.) to accomplish remodeling projects and be responsible for assuring that all of the above outlined work will be completed no later than September 30, 2014. Tenant agrees to cooperate in a timely manner in remodeling project so as not to cause undue delay in the completion. Landlord's failure to comply with the requirements outlined in this paragraph will result in a penalty clause that reduces the rent due for each and every month of non-compliance by \$1,000.00 per month, effective October 1, 2014.
5. Tenant is allowed 32 parking spaces to be used by both staff and visitors. Said parking spaces will be located in front of and immediately adjacent to the office. Two of said spaces will be marked as handicapped parking spaces.
6. Tenant shall have the right to terminate this Lease upon one (1) year prior written notice to Landlord if Tenant has the bona fide opportunity to occupy a County owned or leased facility. Tenant shall also have the right to terminate this Lease upon 90 days written notice to Landlord if sufficient funds are not

appropriated for Lease Payments by the County Board of Supervisors for a subsequent fiscal year (hereinafter "Event of Nonappropriation").

In lieu of termination in an Event of Nonappropriation, Landlord may amend its Lease with Tenant to conform with the amount appropriated. Tenant shall have a good faith obligation to continue the lease to the extent funds are appropriated.

7. Tenant, at Tenant's sole option, may extend the term of this lease on a month to month basis for a sixth year. The rent will remain at the same rate as the fifth year of the lease.
8. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.

KL.
56

EXHIBIT 2

TO ADDENDUM #G

TO COMMERCIAL LEASE AGREEMENT

The following constitutes Addendum G to the Commercial Lease Agreement of February 18, 2003, regarding Premises also known as 2320 Technology Parkway, Suite A (approximately 7,390 square feet), wherein Kenneth D. Gimelli and Nancy J. Gimelli are Landlord and San Benito County Child Support Services is Tenant. Parties agree as follows:

1. Tenant proposes and Landlord agrees the Lease rate on July 1, 2019 shall be the following: \$8,000.00 per month for the five years of the amended lease.
2. This Addendum shall be effective from July 1, 2019 through June 30, 2024.
3. Landlord agrees that any portion of Tenant's billing that is the expense of the Landlord or Landlord's other tenants will be billed back on a monthly basis and due on a monthly basis from Landlord. Landlord will facilitate the access to the meters by the various utility companies without having to utilize the staff of the Department of Child Support Services. Tenant, upon request, may inspect the meters from time to time to validate the readings. Landlord will secure and limit access to the staff of the Department of Child Support Services to all interior building space not included in the leased area by the Department.
4. **DISABILITY ACCESS:** The Premises were inspected by a Certified Access Specialist (CASp) (as defined in California Civil Code section 1938) on January 16, 2019, to ascertain compliance with Disability Access Laws (defined below) as from time to time amended and regulations issued thereunder. Tenant has provided a copy of the inspection report to Landlord. Landlord will work with Tenant to address issues identified in the inspection report. "Disability Access Laws" includes, but is not limited to, Title II of the Americans with Disabilities Act Architectural Guidelines, 28 C.F.R. pt. 36, app. A, those provisions of the California Government Code relating to Access to public Buildings by Physically Handicapped Persons, including California Government Code section 4450-4461 et seq., the accessibility provisions of then-applicable editions of the California Building Code, currently codified at California Code Regs., Title 24, sections 1101B.1 et seq., the Unruh Civil Rights Act, California Civil Code section 51 et seq., and the Disabled Persons Act, California Civil Code section 54 et seq.
5. Tenant is allowed 32 parking spaces to be used by both staff and visitors. Said parking spaces will be located in front of and immediately adjacent to the office. Two of said spaces will be marked as ADA accessible parking spaces.
6. Either party shall have the right to terminate this Lease upon nine (9) months prior written notice to the other party. Tenant shall also have the right to terminate this Lease upon 90 days written notice to Landlord if sufficient funds are not appropriated for Lease Payments by the County Board of Supervisors for a subsequent fiscal year (hereinafter "Event of Nonappropriation"). In lieu of termination in the Event of Nonappropriation, Landlord may amend its Lease with Tenant to conform with the amount appropriated. Tenant shall have a good faith obligation to continue the lease to the extent funds are appropriated.

7. Unless Landlord has given written notice to terminate pursuant to Paragraph 6 above, Tenant, at Tenant's sole option, may extend the term of this lease on a month to month basis for a sixth year. The rent will remain at the same rate as the fifth year of the lease. In the event Landlord provides written notice to terminate pursuant to Paragraph 6 above, the term will expire on the date that is nine months after such written notice from the Landlord.
8. In case of conflicts between the original Lease and any Addendum, the Addendum shall prevail.



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: 10/22/2019

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 119

SUBJECT:

CLERK OF THE BOARD OF SUPERVISORS - J. SLIBSAGER

Approve the action minutes of the July 23, 2019 regular meeting and the August 6, 2019 regular meeting.

SBC FILE NUMBER: 119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:**STAFF RECOMMENDATION:**

Approve the action minutes of the July 23, 2019 regular meeting and the August 6, 2019 regular meeting.

ADDITIONAL PERSONNEL:**ATTACHMENTS:**

Description	Upload Date	Type
Action minutes of the July 23, 2019 regular meeting	10/11/2019	Minutes
Action minutes of the August 6, 2019 regular meeting	10/15/2019	Minutes



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 MINUTES July 23, 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 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 unless otherwise permitted by the Board Chair.

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Mark Medina. Those present were Supervisor Anthony Botelho, Jim Gillio, Peter Hernandez and Jaime De La Cruz, as well as County Counsel Barbara Thompson, County Administrative Officer Ray Espinosa and Clerk of the Board Janet Slibsager.

- a. Pledge of Allegiance

Pledge of Allegiance to be led by Supervisor Jim Gillio, District #4.

The Pledge of Allegiance was led by Supervisor Jim Gillio.

- b. Acknowledge Certificate of Posting

Certificate of Posting.

MOTION:

Motion to Acknowledge the
Certificate of Posting:

Made by **Supervisor Anthony Botelho** and seconded by
Supervisor Jim Gillio

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

c. Presentations and Recognitions

d. Public Comment

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

Those speaking from the public: Marty Richman, Hollister resident, spoke about the State Assembly and how we need to help ourselves. He also spoke in regards to SB1 Funding. Spoke of our local representative Robert Rivas and his new office in Hollister off of Technology Parkway.

Kollin Kosmiki, spoke about Highway 101 Nodes project and how it is a great opportunity to change the way we make critical decisions. He said that he is against the nodes and is supporting the residents of Aromas and San Juan Bautista who have made it clear they are against it. He said that he sees an opportunity to compromise and pull back on this project and re look at it and consider the public's views. He said I think we could do other things to generate revenue in this County.

Mary Hsia-Coron, said she is speaking for Preserve our Rural Communities (PORK). She said that we would like to see two meetings held for the decision of the Highway 101 Nodes instead of one.

Robert Robe, Aromas resident, thanked all of the Supervisors for coming to their meetings and listening to their concerns about the nodes and all of the hard work that they do. He spoke about protecting our County and the quality of life and how we do need some kind of revenue. He said that he would like the Board to allow the community to provide input.

Jeannie Echeniqae, of North Monterey County, said that the decisions made by the Board of Supervisors will affect everybody in the tri-county area. Spoke about the CEQA process of the Highway 101 Nodes. She also talked about the process of having two readings and being more transparent.

e. Department Head Announcements: Information Only

County Librarian Nora Conte, announced that they will be starting a Lunch and Learn session on I phones and other resources that are available. It will be a 40 minute session and the information will be coming out next week.

CAO Ray Espinosa announced that they attended a NACO event and met with some NACO representatives; Jessica Jennings, Johnathan Shuffield and Jack Peterson trying to lobby for our

County addressing our San Justo Reservoir, Pacheco Creek and our roads. Some of the things that came out of that meeting was they are fighting for feds support and housing jail inmates.

f. Board Announcements: Information Only

Supervisor Peter Hernandez reported that he attended a CalTrans meeting on the roundabouts. On July 1st he attended a Vet's Park Commission meeting. July 8th met with Preserve our Rural Community folks. July 9th attended an Emergency Medical Commission meeting with our local emergency services folks. Attended NACO Conference in San Diego and attended several work sessions. Attended CSAC new Supervisor Institute training in Sacramento, one of the things we talked about was emergency preparedness.

Supervisor Anthony Botelho reported that he attended the NACO Conference and attended a workshop in regards to new policies at the federal level, reimbursements from BLM and services to public lands. He said that we need to do more for mental health and substance abuse in our County. He said that he met with some RCRC officials about the benefits of Assemblyman Rivas's bill on labor housing and the need for farm labor housing in our community.

Supervisor Jaime De La Cruz reported that he had a meeting with members of his district in regards to Buena Vista Road and the traffic concerns. He thanked the City of Hollister for the creation of McCarthy Park that is in his district. He reported that he met with In-Home Support Services members in regards to fiscal consideration.

Supervisor Jim Gillio reported that he attended the CSAC new supervisor training in Sacramento. Reported that he and the Chairman met with Senator Caballero in regards to SB277, which is the SB1 funding and told her about our concerns in regards to this bill. He said that they also talked about the roundabout at Hwy 156 and emergency safety things. He thanked Administration, RMA staff and team, for their work on the roads. Spoke about how the Sheriff is working on traffic control on Cienega Road. Spoke about CSA's and how Lauren Hull has stepped in and helped with them. Had a meeting with the folks on the commercial nodes. Met with RMA Director on Southside Road issues. He said that we need to think about disaster safety and preparedness. Spoke about presentation on P.G.&E. power outages from last meeting and to be prepared for it because it could happen.

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.

MOTION:

Motion to approve Consent Agenda #1-26, with the exception of Item #7, #8 and #23, which were pulled for discussion: Made by **Vice-Chair Jaime De La Cruz** and seconded by **Supervisor Jim Gillio**

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

1. **AGRICULTURAL COMMISSIONER - K. OVERSTREET**
Approve State contract, 18-0619-015-SF, for European Grapevine Moth detection survey activities, from January 1, 2019 through December 31, 2019. Total contract value is \$53,280.00.
SBC FILE NUMBER: 1.1
2. **AGRICULTURAL COMMISSIONER - K. OVERSTREET**
Approve State contract, 18-0697-000-SA, for hemp registration and regulatory activities, from April 30, 2019 through June 30, 2020, for a total contract value of \$2,000.00.
SBC FILE NUMBER: 1.1
3. **AGRICULTURAL COMMISSIONER - K. OVERSTREET**
Reschedule Public Hearing - Mosquito and Disease Control Assessment for August 6, 2019.
SBC FILE NUMBER: 1.1
4. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**
Adopt Resolution, amending the "No Place Like Home" (NPLH) Resolution No. 2019-44 authorizing the application for and acceptance of NPLH program funds.
SBC FILE NUMBER: 810
RESOLUTION NO: 2019-67
5. **BOARD OF SUPERVISORS**
Approve Proclamation honoring the 60th anniversary of the Aromas Water District, to be presented at their Board meeting on July 23, 2019.
SBC FILE NUMBER: 430
6. **CLERK OF THE BOARD OF SUPERVISORS - J. SLIBSAGER**
Approve the action minutes of the June 11, 2019 regular meeting.
SBC FILE NUMBER: 119
7. **COUNTY CLERK/AUDITOR/RECORDER/ELECTIONS - J. P. GONZALEZ**
County Auditor-Controller recommends that the Board of Supervisors direct notification to CalPERS that half of the CERBT balance is to be transferred to PARS no later than July 31, 2019.
SBC FILE NUMBER: 608

This item was pulled by Supervisor Anthony Botelho who said that he had some calls from some retirees who wanted clarification on this item.

Clerk/Auditor/Recorder Joe Paul Gonzalez provided information on the process of this item and what it is for.

Supervisor Jaime De La Cruz had some questions.

Mr. Gonzalez provided information.

Supervisor Jim Gillio thanked Joe Paul for staying on top of this.

Supervisor Peter Hernandez thanked Joe Paul also for looking at what is best for everyone.

MOTION:

Motion to approve per staff
recommendation:

Made by Supervisor Anthony Botelho and seconded by
Supervisor Jim Gillio

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

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

Direct the Auditor to transmit \$900,000.00 to the PARS OPEB trust for the FY2018-19. This amount is comprised of the FY 2018-19 excess amount expended for "pay-go" retiree healthcare costs of \$400,000.00 along with \$500,000.00 budgeted OPEB trust contribution.

SBC FILE NUMBER: 608

This item was heard and discussed with Item #7.

MOTION:

Motion to approve per staff
recommendation:

Made by Supervisor Anthony Botelho and seconded by
Supervisor Jim Gillio

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

9. HEALTH & HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve grant agreement with the City of San Jose for the Housing Opportunities for Persons with AIDS (HOPWA) for a three year period of July 1, 2019 through June 30, 2022, in the amount of \$150,000 for Fiscal Years 2019/20, 2020/21 and 2021-2022 (\$50,000 each year).

SBC FILE NUMBER: 130

10. HEALTH AND HUMAN SERVICES AGENCY – T. BELTON, INTERIM

Approve contract with Youth Alliance in the amount of \$65,000.00 for the provision of Counseling Services for CalWORKs clients, for the period of July 1, 2019 through June 30, 2020.

SBC FILE NUMBER: 130

11. HEALTH AND HUMAN SERVICES AGENCY – T. BELTON, INTERIM

Approve and Authorize the HHSA Director to sign a Practicum Agreement with Northern Arizona University (NAU) for the placement of student nurses and Bachelor's Degree interns at the Health and Human Services Agency, Public

Health Services Division.
SBC FILE NUMBER: 130

12. **HEALTH AND HUMAN SERVICES AGENCY – T. BELTON, INTERIM**
Approve contract with Coastal Kids Home Care for Physical Therapy Services for the period of July 1, 2019 through June 30, 2020, in the amount of \$54,720.00.
SBC FILE NUMBER: 130
13. **HEALTH AND HUMAN SERVICES AGENCY – T. BELTON, INTERIM**
Approve contract with ECenter Research Inc (ECenter) for the California Small County Collaborative Whole Person Care (CSCCWPC) Software, not to exceed amount of \$70,500.00 for the term of July 1, 2019 to December 21, 2020.
SBC FILE NUMBER: 130
14. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve the San Benito County Community Action Board (CAB) Bylaws.
SBC FILE NUMBER: 130
15. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Adoption Resolution, Amending Resolution No. 2018-44 for the HOME Investment Partnerships Program ("HOME") First Time Home Buyers (FTHB) Program.
SBC FILE NUMBER: 130
RESOLUTION NO: 2019-68
16. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve the new appointments of Ms. Shelley Gaincola and Ms. Michelle Leonard to the Workforce Development Board (WDB) for a three-year term effective 7/9/19-7/9/22.
SBC FILE NUMBER: 130
17. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve the re appointments to the Community Action Board for a three-year term effective 7/11/2019 through 7/11/2022:
 - Ms. Nelda Escamilla as the District #5 Representative of the Poor.
 - Ms. Shari Stevenson-District #3 Representative of the Private Sector
 - Ms. Tonia Sunseri-District #5 Representative of the BOS, and Mr. James Whitehead-District 4 Representative of the Poor.SBC FILE NUMBER: 130
18. **PROBATION DEPARTMENT - J. FRONTELLA, JR.**
Approve contract with Youth Alliance for the Parenting and Family Counseling Project for the period of July 1, 2019 through June 30, 2020, in an amount not to exceed \$50,000.00.
SBC FILE NUMBER: 510
19. **PROBATION DEPARTMENT - J. FRONTELLA, JR.**
Approve contract with Youth Alliance for servicing at-risk youth and their families for period July 1, 2019 through June 30, 2020, in an amount not to

exceed \$70,000.00.
SBC FILE NUMBER: 510

20. **PROBATION DEPARTMENT - J. FRONTELLA, JR.**

Approve the allocation of the Community Corrections Partnership (CCP) AB109 reserve funding for Proposal No. #2 for 1.0 FTE Re-Entry Case Manager and Proposal #3 for 1.0 PT-Temporary Peer Mentor, as voted and agreed upon by the San Benito Community Corrections Partnership Executive Committee (CCP-EX), adopt the job description and salary range for a Re-Entry Case Manager and increase the schedule of authorized positions by adding a 1.0 FTE, and approve a budget adjustment/transfer in the amount of \$90,500.00 to fund both positions (4/5 vote).

SBC FILE NUMBER: 510

21. **PROBATION DEPARTMENT - J. FRONTELLA, JR.**

Approve Memorandum of Understanding between County of San Benito Probation Department and San Benito County Office of Education for the purpose of providing a Deputy Probation Officer (DPO) at Pinnacles Community School, San Andreas Continuation High School or Santa Ana Opportunity School until June 30, 2020, with an automatic renewal clause for successive one (1) year terms.

SBC FILE NUMBER: 510

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

Accept all bids for the Lovers Lane Road & Drainage Repairs 0.91 Miles N of Shore Drive PWD-1909, find Monterey Peninsula Engineering as the lowest responsive responsible bidder, award contract to Monterey Peninsula Engineering in the amount of \$97,615.00, 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 \$9,761.50 (10 % of Contract Amount).

SBC FILE NUMBER: 105

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

Authorize the RMA Director to approve amendment #1 to the contract with EMC Planning Group who is conducting the environmental review for the Highway 101 Commercial Nodes Project. The contract amendment will add additional compensation in an amount not to exceed \$64,429.05 for additional services that have become necessary in order to complete the review.

SBC FILE NUMBER: 105

This item was pulled by a member of the public.

RMA Director Harry Mavrogenes provided information on this item.

Public Comment:

Natasha Wist spoke of her concerns of the rezoning of hundreds of acres along Hwy 101 from agriculture to commercial. She is concerned it will become a strip mall and the increase of air pollution. She spoke about a letter from Attorney Wolf which she left copies for the Board if they

had not received them.

Mary Hsia-Coron spoke about the amendment to EMC contract and the need to have the county review the scope of work and request a supplemental EIR or a subsequent EIR. She said that she is asking the Supervisors to reconsider the scope for EMC to include the appropriate documents necessary to determine the full impact of the Hwy 101 nodes.

Robert Robe, echoed both previous speakers concerns. Spoke about a public records request and CEQA findings.

Rachel Wahlander, Aromas resident, echoed previous speakers. Spoke about supplemental EIR for the nodes. Spoke about open space and smart growth.

Matthew Beachy, Aromas resident, said that they need to go the the stake holders and get their buy in on this. He said that we are not anti-growth but these nodes will impact the water used, traffic and wildlife in these critical areas. He said that he encourages the Board to come back to the people and reestablish what we are doing and work together so that this makes sense to all of us.

Tom Karis, Aromas resident, spoke about his concern of water and traffic with the nodes and having two meetings on this.

James Starkwolf, Prunedale resident, spoke about the sacred sites in this county and native community and how the nodes will have an impact on them.

Demetrio Prunda, Prunedale resident, spoke about the democratic process to protect our rural lands and to include the voters in this decision as this will impact water, traffic, etc.

Supervisor Anthony Botelho said that there is no way you are going to make all of the voters happy, you just try to do the best that you can. He said that he has been working very hard with our Planning staff as well as our consultant EMC to address some of the concerns that the public has been raising and going through detail work to extend the contract. He said that he supports the extension of this contract.

MOTION:

Motion to approve per staff recommendation:

Made by **Supervisor Anthony Botelho** and seconded by **Supervisor Jim Gillio**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

24. SHERIFF'S OFFICE - D. THOMPSON

Approve contract with Keefe Commissary Network, LLC., for inmate commissary services pursuant to Penal Code Section 4025 for a three year term of August 1, 2019 through June 30, 2022, with an automatic renewal for two (2), two-year extensions unless terminated by either party.
SBC FILE NUMBER: 110

25. SHERIFF'S OFFICE - D. THOMPSON

Approve Amendment #3 to Jail Inmate Telephone Service Agreement with

Global Tel*Link adding technology and extending the contract end date to July 25, 2023 from July 23, 2021, with two (2) additional one (1) year terms.
SBC FILE NUMBER: 110

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

Approve contract with Zustan K-9 Services for K-9 training and development commencing July 1, 2019 through June 30, 2020, at \$250.00 per month per K-9 Team, with an automatic renewal for two (2) one-year terms unless terminated by either party; and authorize the Sheriff to sign said contract.
SBC FILE NUMBER: 110

PUBLIC HEARING

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

Review and Approve Proposed Development Agreement by taking the following actions:

- 1) Read title of the ordinance for the record (to be conducted by staff)
- 2) Hold public hearing, Review the staff report, receive a presentation from staff, take testimony from the applicant and public and then act on the matter:
PLN190020 The San Benito Hemp Campus (Development Agreement)
OWNER/APPLICANT: Chambers/Pacific Bay Capital Group. **LOCATION:** 7777 Frazier Lake Road and 7800 Lake Road, Hollister, CA 95023, more commonly known as Assessor's Parcel Numbers 013-050-028-000.
- 3) Adopt Resolution and Ordinance, approving the development agreement.

SBC FILE NUMBER: 160

RESOLUTION NO: 2019-69

ORDINANCE NO:986

County Counsel Barbara Thompson provided information on proposed development agreement for San Benito Hemp Campus. She read the title of the ordinance for the record.

Chairman Mark Medina opened the public hearing.

Public Comment:

Skip Spearing, represents the San Benito Hemp Campus, thanked staff for all of the work that they did. He said it has been a very nice way of doing business. He said that he thinks it would be a great partnership and benefit to the County.

Supervisor Anthony Botelho asked Mr. Spearing if he was o.k. with this agreement.

Mr. Spearing replied, I think it is beneficial for us and the County and that they are willing to live with the conditions. He said that if they expand at some point, they would be coming back to the Board for the changes.

Chairman Mark Medina added for the record; that Lake Road would be locked and there would be a couple of trees in that area. He asked Mr. Spearing if he was agreeable to that.

Mr. Spearing replied that they were agreeable to that, but once they started their grow they would have to get equipment back there, but the gate would be closed during all business operations and the primary access is off of Frazier Lake Road.

Supervisor Peter Hernandez thanked staff and the Hemp campus as this is beneficial to our community.

MOTION:

Motion to adopt Resolution 2019-69 and Ordinance No. 986, per staff recommendation:

Made by **Supervisor Anthony Botelho** and seconded by **Supervisor Jim Gillio**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

28. EMERGENCY MEDICAL SERVICES - K. O'NEILL

PUBLIC HEARING – (1) Consider the continuation of a benefit assessment in FY 2019-20 that funds County Service Area #36 for Emergency Medical Services and Advanced Life Support (paramedic services) for the County of San Benito; and (2) Consider and adopt proposed Resolution accepting the annual report for CSA #36 Emergency Medical Services and Advanced Life Support and adopting the benefit assessment charge of \$20.00 per legal parcel; and (3) authorize the chair to sign three copies.

SBC FILE NUMBER: CSA #36

RESOLUTION NO: 2019-70

Office of Emergency Services Director Kevin O'Neill provided brief information on the item and introduced Kris Mangano, Office of Emergency Services Coordinator, who will give a brief presentation and update about the ambulance contract.

Ms. Mangano provided information on the Snapshot 2018 for San Benito County which highlighted their call data, annual call volume comparison, call volume by day of the week and transports. She reported that the main revenue for EMS is the CSA #36 (Community Services Area), plus income from the Maddy Fund and the Ambulance contract that they have with Hollister Hills. A few recent accomplishments through the EMS agency; we have implemented online application process for EMT's and Paramedics; added all forms (incident reports, skills verification, etc.) to the portal for online completion; signed the one year contract extension extending our 911 Ambulance contract which will provide additional coverage. She spoke about Community outreach for 2018 FY; provided hands only CPR at Farmers Markets, Schools, School Events and most recently Kids in the Park and other community sponsored events; educating students on opioids; Questions.

Supervisor Jim Gillio thanked our team for putting this together. He said that he looks forward to seeing how the reports are for next year.

Supervisor Anthony Botelho had a question about the benefit assessed units decrease, why wouldn't they increase.

Mr. O'Neil said that they get their numbers from the Assessor's Office and can't explain why the decrease.

MOTION:

Motion to approve the continuation of benefit assessment for FY 2019-20 for County Service Area #36 and adopt Resolution No.

Made by **Supervisor Jim Gillio** and seconded by **Vice-**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

29. RESOURCE MANAGEMENT AGENCY – H. MAVROGENES

Hold a Public Hearing at 9:00 a.m., or soon thereafter as the matter may be heard by the Board of Supervisors, and adopt a resolution establishing the Highway 156 Underground Utility District for the area 100 yards on either side of State Highway 156 between Union Rd. and Breen Rd.

SBC FILE NUMBER: 105

RESOLUTION NO: 2019-71

Supervisor Anthony Botelho recused himself as he owns property in this utility district corridor.

Resource Management Agency Director Harry Mavrogenes provided information on the public hearing and the resolution to adopt utility district pursuant to P.G.& E.'s program. He said that the program sets aside monies with individual communities. He said over the years we have about 3 million dollars in credits. He said that we received a letter from P.G. & E. in May if we were not to do anything by July 24th they were going to transfer some of our credits to another community to help with an underground project. He said in order to stay an active community (we are considered inactive right not) we looked at possibilities in this particular area which is along Hwy 156 as a possible project. He said right now we have our foot in the door with P.G. &E. by doing this and becoming an active community. If we want to change projects later on for any reason we have the ability to come back with another underground district hearing process to do that. He said that he recommends that we move ahead with this right now and preserve the funding that we would otherwise loose if we do not do this. We have until July 24th tomorrow to make this happen so we had to bring it quickly to the Board's attention.

Supervisor Jim Gillio said that he is concerned where and why we are doing this. We have a lot of road work that we are going to be doing in and around the County and some of it may require some under grounding. The Hwy 156 project according to CalTrans is supposed to start in July of 2020 which will bypass this area that we are suggesting to do. He spoke about credits and why we are doing this area.

Mr. Mavrogenes replied that we are able to transfer to another district if we find a better opportunity. We would be losing \$18,000 in credits according to P.G.&E, would like to have these credits in our account to be able to use elsewhere if we find there is another higher priority.

Supervisor Jaime De La Cruz asked for an example about putting these credits elsewhere in the County.

Mr., Mavrogenes provided information. He said putting it at this location was a judgement call by staff.

Chairman Mark Medina said that in the near future there will be traffic lights on McCloskey and Hillcrest and credits like this would be extremely beneficial for projects like that. He said that he would like to not approve this one here.

Supervisor Gillio said he is comfortable with staff recommendation today in order to keep our

credits and then be able to use them in another location if we desire.

Supervisor Peter Hernandez said that he believes that this is just a place holder item.

Chairman Medina asked for legal counsel's opinion.

County Counsel Barbara Thompson said that RMA did call P.G.& E. and confirmed that we could change the location in a process in the future.

Discussion ensued by Board and staff.

Chairman Medina opened for public comment.

Public comment:

Richard Bettencourt asked if LAFCO has anything to say on this since it is a district.

County Counsel Barbara Thompson replied not that she is aware of.

MOTION:

Motion to Adopt Resolution No. 2019-71 per staff recommendation and revisit back in August 20, 2019:

Made by **Supervisor Anthony Botelho** and seconded by **Chairman Mark Medina**

4 - 0

For (4):

Against (0):

Ayes: De La Cruz, Gillio, Hernandez, Medina

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.*

30. BOARD OF SUPERVISORS

Accept Introduction of an Ordinance Amending Article 1 of Chapter 3.01 of Title 3 of the San Benito County Code for Grand Jurors Compensation; and waive further reading of the ordinance and continue the matter to August 6, 2019 for adoption.

SBC FILE NUMBER: 430

CAO Ray Espinosa provided information that there was an Ad Hoc Committee formed by the Board consisting of Supervisor Medina and Gillio. The Ad Hoc met with the Grand Jury to discuss the ordinance that was currently in place and to discuss their concerns with funding. We have on the agenda a user friendly version of the ordinance outlining changes to 1A outlining changes 1-4 for Grand Juror's compensation.

County Counsel Barbara Thompson read the title of the ordinance for the record to be brought back at the August 6, 2019 meeting for adoption.

Supervisor Jim Gillio thanked the Chairman for all of his hard work on this. He also thanked all of the staff that helped. He read the changes for Mr. Marden prior to him speaking; Section 1A, fee/compensation for grand jurors shall be \$15.00 a day for each day's attendance as a grand juror, or at such increased rate as state law may hereinafter establish, not to exceed one per diem fee per day and a maximum of eight per month; Section A1, to receive reimbursement the meeting event/training and or investigation must be a minimum of two hours, County or City meetings are not reimbursable; Section 2, members of the Grand Jury shall be reimbursed for actual and necessary mileage in their private vehicles to and from attendance of any committee meeting, etc.; Section 3, rates applicable to County to the county employees under the county's travel and reimbursement policy apply to the grand jury. Grand Jury members are encouraged to car pool when possible; Section 4, Grand Jury members shall be reimbursed for actual travel incurred out of county travel to attend Grand Jury training. Upon advance authorization of the majority of the Grand Jury and if sufficient funds are available in the Grand Jury's budget. Those were the major changes everything else remains the same.

Public Comment:

Bob Marden said that the only exception that he would have, which is out of the control of the Grand Jury, is when you set up an appointment to investigate or meet with somebody that could go longer or possibly less than two hours.

Supervisor Gillio mentioned that these recommendations came from their Grand Jury report, that is where we picked these up from. He said maybe we can capture that if you go to A1 and say exceptions may be approved by the majority of the Grand Jury.

Mr. Marden said that would be acceptable if it is o.k. with the Board. He said that Judge Sanders is swearing in 19 new members to the Grand Jury. He thanked Chairman Medina and whoever else put the Grand Jury reports on the website.

MOTION:

Motion to add a sentence under A1 to read: Exceptions may be approved by the majority of the Grand Jury, which relates to the two hour minimum. Adopt Ordinance amending Article 1 of Chapter 3.01 of Title 3 of the San Benito County Code for Grand Jurors Compensation.:

Made by
Supervisor Jim Gillio and seconded
by **Supervisor Anthony Botelho**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

31. BOARD OF SUPERVISORS

Consider adoption of a Resolution in support of the community's need for a new and expanded County Free Library and Resource Center; and approval of a budget adjustment in the amount of \$35,000 to fund the first phase of a study regarding the feasibility of construction of a new library (4/5 vote).

SBC FILE NUMBER: 156

RESOLUTION NO: 2019-72

MOTION:

Motion to have the Librarian find in her existing budget Made by **Supervisor Anthony**

the \$35,000.00 for a feasibility study, agreed to by the County Librarian:

Botelho and seconded by **Supervisor Peter Hernandez**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

CAO Ray Espinosa mentioned that this is an item from the Board Chair that requested to put this item on the agenda. This item is to move forward with an approval of a budget adjustment for \$35,000.00 for a first phase of a feasibility study for a new library. He said in discussions with the Librarian it looks like there is going to be potentially four phases which he provided information on the different phases. He said before the Board at this time is for the first phase.

Supervisor Anthony Botelho asked if we have the different phases spelt out with the cost and what the timelines are. He asked if this \$35,000.00 is for the next five years of study or next two months and then we have another budget adjustment.

CAO Ray Espinosa responded that this adjustment is for the 20/20 election and would have to be done very soon to actually go out to polling, if the community wants to move forward with a tax. He said that there are four phases, he does not know what the other three phases amounts would be. He was told by the Librarian that it is approximately \$150,000.00 to \$300,000.00 total for all four phases.

Librarian Nora Conte provided additional information. She said after considerable thought and investigation \$150,000.000 total seems workable. She said after you do the first phase you will have an idea if you would have success because you would be polling the community regarding this process. She said as you continue on this process the community would like to see drawings like engagement, which like everything there is a price to it, but there is also opportunities for partnership and funding but you need to start somewhere. She said the feasibility study is the first step. She said that she put the \$300,000.00 in there because it could go that high. She said I still feel that the \$150,000.00 would adequate because there are opportunities out there for partnership.

Chairman Mark Medina said for the record; if we do approve the \$35,000.000 that doesn't put us on hook for another \$100,000.00 to \$200,000.00 if there is a lot of interest in the community because you did your polling there may be more private funds coming in to decrease that amount drastically.

Ms. Conte said that is absolutely correct.

Supervisor Jim Gillio said that the \$35,000.00 looks like an reasonable amount of money but we need to question how do we poll the community so that they know what it could do to your property taxes and what it could do for the community. It needs to be a thoughtful process. He said I agree that we need to move forward with this and get opinions back from our community in a whole so that we can see if the need and the desire is there. He said that we have a lot of areas competing for funds and we have a very limited amount of funds. He said that he was in support of the \$35,000.00 for today.

Supervisor Peter Hernandez said that they supported a Ad Hoc committee which included the library as part of the tel-center they were looking in to. He said that how to fund this is a huge task. He said that he feels that there needs to be more conversation as to how to make this happen.

Supervisor Jaime De La Cruz said that he has been a long time supporter of the Library. He said that this \$35,000.000 is the beginning of a lot of questions that need to be entertained and asked in regards to funding if the public decides they want a new Library. He said that the City of Hollister needs to come to the plate and help. He said that he does support the idea but we need to come up with a good master plan as to how all of the phases are going to pan out.

Ms. Conte said that this needs to be a shared vision, that is why we need to go back to the public and poll them and a consultant can do this. This would determine where we can go next. We do not have the capacity to respond to the needs of the community. She asked the Board to please help to start this process.

Public Comment:

Tami Aviles, Coalition for a new Community Resource Center, said that something needs to happen in regards to more space and with that would come more staffing. That is what happens when you grow. She said that we want to be a partner in this. She said that this a first step.

Marty Richman, Hollister resident, said that we have the same Library when we were 20,000 people and we are now 60,000. He said that this is a County Library not a Municipal Library. Said he is tired of the Board blaming the City against the County.

Sue Logue, Coalition for a new Community Resource Center, spoke about City involvement and how they have meet with the City Major and he says that they need the County to take the lead. She said we are asking for the County to sign a resolution stating they support a new Library and then the City will sign a resolution saying they support a new Library and then we can go out and get support from others. She said the \$35,000.00 is to get them started.

Kollin Kosmicki, San Juan resident, said that he supports the feasibility study but we also need a broader plan. He said that the City of Hollister's partnership is crucial. Our current Library is to small for the needs of our Community.

Geoffrey Holland, Friends of the Library, spoke about looking at the fine points of doing this project. Also encourages the Board to look at the broad view of what you are dealing with here which is democracy.

Valerie Eglad, spoke for others that were not able to stay, one said that Youth Alliance is 100% in support of the Library. Ms. Eglad said that she was here when you did the budget and heard the arguments about the Library's budget and all 5 Supervisors are supportive of the Library.

Kathy Larabell, Hollister resident, said if you are going to make progress you need to start somewhere. Please vote to have this feasibility study done. We need to care about the children and the adults of our Community.

Margie Barrios, Hollister resident, asked the Board for their support of the resolution and the \$35,000.000 for the feasibility study. My hope is that your vision is the same as the Community for a Municipal County Library. We have outgrown that Library.

Wayne Norton, Aromas resident, said that the feasibility study is the first step to see if there is a reason to go to the next step. Having a good functional Library that is going to be an attraction is a big part of your economic development.

Supervisor Botelho said that he is disappointed in this process. We just got done with budget hearings where the Library asked for resources in the amount of \$150,000 for this purpose, second

request for \$100,000 for furniture. He said that all 5 of us are trying to support the Library at the highest level that we possibly can with the resources that we have available. We have several other departments in the County that are also in the need of things. He said that my suggestion is instead of spending a \$100,000.00 on furniture that the Library take \$35,000.00 and spend it on the survey that is within their budget.

Supervisor De La Cruz, said that we need to see where the public is willing to go. He said I support the feasibility study and the resolution in support of the Library.

Supervisor Gillio appreciates all of the comments. Said that he supports this and it is critical to get started. He said that if this passes today he would like the survey be brought back to the Board for input so that we don't get a one sided document that goes out to the public. We need to dig in deep in how to fund this. He said that this is going to be a lot of work.

Chairman Medina clarified that this is a 4/5 vote to pass the \$35,000.00, the resolution is separate.

Discussion ensued by Board and staff.

MOTION:

Motion to Adopt Resolution No. 2019-72
to support a new Library:

Made by Supervisor Anthony Botelho and
seconded by Supervisor Jim Gillio

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

32. RESOURCE MANAGEMENT AGENCY – H. MAVROGENES

Receive presentation on road program progress and adopt the plans and specifications for the SB-1 Cold In-Place Recycling Overlay- Seal Coat Projects At Various Locations FY 2018-2019 PWB-1904, CIR –Overlay on Fairview Road from Fallon Road to Rosa Morada Road, CIR-Overlay on Union Road from Southside Road to Highway 25, CIR-CAPE Seal on Southside Road from San Benito River to near intersection of Highway 25, Seal Coat on F Street; find the projects are categorically exempt under CEQA Guidelines Section 15301 and 15302; and authorize the advertisement for bids.

SBC FILE NUMBER:105

Resource Management Agency Director Harry Mavrogenes provided information on the SB1 road projects. He said that they also wanted to give the Board an overview of all of the projects which he provided a PowerPoint presentation that included the following: Comprehensive list of projects- Public Works Road & Bridge Maintenance projects; SB1 Funded Projects; Highway Bridge Program Funded projects; Public Works Maintenance Pothole Repair; CSA;s; FEMA Funded Projects; FHWA Funded Projects. He said that he would like to come back to the Board on the Measure G projects when the funding comes available.

Chairman Mark Medina thank Mr. Bucknell for his performance in the County in regards to the roads.

Supervisor Jim Gillio echoed that and thanked all of our road team, legal, etc., this does not come without a lot of work behind it.

Supervisor Jaime De La Cruz asked if Mr. Mavrogenes could send them a list of what they are going to fund. He said I don't see any of my roads on the list.

Mr. Mavrogenes said that is where the Measure G funds will come in.

CAO Ray Espinosa said that we will try and come back later part of August or September with a report. Gave thanks to Lauren Hull, Edgar Nolasco, Stewart Patri and Dulce Alonso in Administration as well as the RMA staff for the time spent on all of these projects.

Supervisor Anthony Botelho echoed Supervisor Gillio. Are roads are in crisis and have been for awhile. He said that I am excited that we are making progress.

MOTION:

Motion to approve the item as submitted: Made by **Supervisor Jim Gillio** and seconded by **Supervisor Anthony Botelho**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

33. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Informational presentation on the role of GIS services and resources available to the public.

SBC FILE NUMBER: 7.5

Rene Anchieta from GIS provided a PowerPoint presentation on what is GIS. He said it is being able to layer different area of roads and what is available on line for the public, subdivisions and housing growth; GIS Data Layers; GIS Interactive Maps; open date. This is all available to the public on the Counties website.

Information only.

34. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Receive presentation on the progress of new county website.

SBC FILE NUMBER: 119

Office of Emergency Services Director Kevin O'Neill provided a PowerPoint presentation on the new County Website which covered the following: Background information that the County signed a contract with Granicus on February 5, 2019 to create a new website; Timeline, Staff Training, mid August Launch, looking at Mid September; Current Progress; Branding, County Seal, Possible Alternate; Possibilities; New look; Questions.

Discussion ensued by the Board and staff in regards to logo, County Seal, options presented by Mr. O'Neill.

Supervisor Peter Hernandez said that it should be a message that reflects San Benito County as a whole. He said that the Pinnacles stands out the most because it is a National Park.

Supervisor Jaime De La Cruz said that maybe they can do a contest for the logo.

Mr. O'Neill said that they can convert back to the current seal.

This was a presentation only.

CLOSED SESSION

County Counsel Barbara Thompson read the closed session items in to the record. Item #40 was taken off the agenda. On Item #38 Supervisor Jim Gillio recused himself.

The Board adjourned in to closed session at 12:10 p.m.

The Board reported out of closed session at 1:43 p.m.

County Counsel reported that there was no reportable action.

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.)

35. 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

No reportable action.

36. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Section 54956.8

Property street address: 1970 Anzar Road (APN 11-200-33)

Agency Negotiators: Ray Espinosa, County Administrative Officer; County Counsel Barbara Thompson

Negotiating parties: J. Lingo

Under Negotiation: Price and Terms of Payment

SBC FILE NUMBER: 235.6

No reportable action.

37. CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

No. of cases: 1 Subdivisions (a) and (d)(1) of Section 54956.9

Name of Case: BMC Promise Way, LLC, dba Benchmark Communities v.

County of San Benito, City of Hollister, Sixth Appellate District, Court of Appeals, Case No. H046707.

SBC FILE NUMBER: 235.6

No reportable action.

38. **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

No reportable action. Supervisor Jim Gillio recused himself from this item.

39. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL :**

Conference with Legal Counsel - Anticipated Litigation

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

Number of Cases: 1

SBC FILE NUMBER: 235.6

No reportable action.

No reportable action.

40. **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 relating to Santana Ranch Development Agreement affordable housing provisions.

SBC FILE NUMBER: 235.6

This item was removed from the agenda.

ADJOURNMENT

Adjourn to the next regular meeting of August 6, 2019.

MOTION:

Motion to adjourn the meeting Made by Vice-Chair Jaime De La Cruz and seconded by
at 2:21 p.m.: Supervisor Peter Hernandez

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

NOTE: A copy of this Agenda is published, along with supportive documents, on the County's Web site on the Friday preceding each Board meeting and may be viewed at www.cosb.us/government/meetings-agendas/. All proposed agenda items with supportive documents are also available for viewing at the San Benito County Administration Building, 481 Fourth Street, Hollister, CA between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays). This is the same packet that the Board of Supervisors reviews and discusses at each Board meeting.

As required by Gov. Code Section 54957.5 any public record distributed to the Board of Supervisors less than 72 hours prior to this meeting in connection with any agenda item shall be made available for public inspection at the office of the Clerk of the Board, San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023. Public records distributed during the meeting will be available for public inspection at the meeting if prepared by the County. If the public record is prepared by some other person and distributed at the meeting it will be made available for public inspection following the meeting at the office of the Clerk of the Board.

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



SAN BENITO COUNTY 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 MINUTES August 6, 2019 9:00 AM

Mission Statement

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

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

- If you wish to speak on 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 unless otherwise permitted by the Board Chair.

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Mark Medina. Those present were Supervisors, Anthony Botelho, Jim Gillio, Peter Hernandez and Jaime De La Cruz, as well as County Counsel Barbara Thompson, County Administrative Officer Ray Espinosa and Clerk of the Board Janet Slibsager.

Chairman Medina asked for a moment of silence for the people north of us and in El Paso, Texas who lost their lives and for all of the people who were in arms way to ensure everything was in order after everything happened.

- a. Pledge of Allegiance

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

The Pledge of Allegiance was led by Supervisor Peter Hernandez.

b. Acknowledge Certificate of Posting

Certificate of Posting.

MOTION:

Motion to acknowledge the
Certificate of Posting:

Made by **Supervisor Anthony Botelho** and seconded by
Supervisor Jim Gillio

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

c. **Presentations and Recognitions**

d. **Public Comment**

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

Those speaking from the public were: Tami Aviles, Coalition for a New Library and Resource Center, thanked the Board for their Resolution and passing of the feasibility study. She said that we want to continue to work with the County. She announced that the Library is doing very well and that they are continuing to add additional programs.

Sue Logue, Coalition for a New Library, thanked Board for their support with the Resolution. She said that they look forward to working with them and Nora on figuring out the next steps. She said that they look forward to the feasibility study starting and the next steps.

Richard Bettencourt, Hollister resident, mentioned that we lost an individual that really cared about our County and City Robbie Scattini.

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

Tax Collector, Treasurer Melinda Casillas mentioned that they mailed out the unsecured property taxes last week and will be due September 3rd. She said if you have any questions or feel that you have received one in error to contact them or the Assessor's Office. She said that at the end of this month everyone that is affected with the business license will be receiving their information and application. Their hours of operation is 8:00 a.m. to 5:00 p.m. Monday through Friday, and their phone number is 831-636-4034.

Deputy CAO Edgar Nolasco mentioned that he posted a message on our County Website in regards to the Gilroy Garlic Festival incident for those that may need help or assistance, we are providing mutual aid for those who need it.

Clerk of the Board Janet Slibsager introduced and welcomed Jennifer Frechette as the new Assistant Clerk of the Board.

Ms. Frechette thanked everybody for having her and said that she was excited to work with San Benito and everyone.

f. Board Announcements: Information Only

Supervisor Jaime De La Cruz announced that on August 8th at 10:00 a.m. the City of Hollister will be having the Grand Opening of McCarthy Park, it is a park that is a partnership between the City and County. He thanked Chairman Mark Medina for allowing him to participate in the Relay for Life. He said that we were there to serve as a whole community. He reported that last Thursday the San Benito County 49er group had a event for Gilroy victims. He also said that he would like a moment of pray for Robbie Scattini and would like to work with the City of Hollister in honoring Robbie Scattini with an idea of some kind.

Supervisor Anthony Botelho spoke of crew fixing pot holes and is very happy about that. He thanked the Administration office for moving the Veteran's Services Office over to the old Public Health building, as they have had some issues with the Vet's Building down town.

Supervisor Peter Hernandez mentioned that they came together at the 400 block of San Benito to support the 49er Empire, which is a local organization, who hosted a vigil to support our community during a time like this. He announced that on Friday Chairman Medina got us together to support Relay for Life, he said it was a very nice event. He reported that he had a meeting with David Whiteside & Robert Pena in regards to a sports complex in San Benito County. He had a meeting with our CAO and Stewart Patri on the financing. He commended Chairman Medina as Chairman of the Vet's Commission for trying to come up with strategy to see that our Vet's Park is getting the support that they need.

Supervisor Jim Gillio mentioned that with the passing of Robbie Scattini we are going to feel that in our community. He spoke about the tragedy in Gilroy and how our Sheriff sent deputies over to help the City of Gilroy. Said that Relay for Life was great and 100% of the Board was there to support it. Announced that tonight is National Night Out in downtown Hollister. Stuff the Bus is this Thursday morning at our local Target. Had our first Citizen Advisory Committee meeting for Measure G last night.

He asked the Chairman Medina for a request of the Board and staff that Best Road is pretty rough and would like to have staff take a look at it to see if they would be at agreement to use some of the Enterprise funds to repair that road.

Chairman Mark Medina said that no matter what level you are at leadership it seems to divide people rather than unite people. He said the best way to define team work is a group of people working together cohesively toward a common goal in a positive working atmosphere supporting each other to combine individual strength and to enhance team performance. He said what we have up here is five different individuals, we are not robots, we all think different. We have different ideas, different opinions but when all is said and done we are united up here all five of us. I want you to make sure that you look at each one of us. There are weaknesses and strengths that we have in all of us. There are going to be times we don't always agree, but when everything is said and done we are united and looking out for the constituents no matter what district it is and come together as a team.

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.

MOTION:

Motion to approve consent agenda
#1-8 as presented:

Made by Supervisor Jim Gillio and seconded by
Supervisor Anthony Botelho

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

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

Subgrant Agreement No. AA011029 in the amount of \$209,597.00.
SBC FILE NUMBER: 130
RESOLUTION NO: 2019-73

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

Approval of Final Map for TSM 16-99, Tract No. 338, commonly known as
Nguyen Subdivision located at the east side of Rosebud Avenue.
SBC FILE NUMBER: 790

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

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

PUBLIC HEARING

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

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

Agricultural Commissioner Karen Overstreet provided information that on June 25th the Board
adopted a resolution of intent to levy assessment based on the report that was prepared by SCI
Consultants. She said that we are recommending the assessment remain at \$11.22 per single family
dwelling. She said today we need to receive public comment and adopt the resolution approving
the Engineer's Report and ordering the levy of the FY 2019/2020 Mosquito and Disease Control
Assessment.

Chairman Medina opened the public hearing.

There were no speakers.

Chairman Medina closed the public hearing.

MOTION:

Motion to Adopt Resolution No.
2019-74 as presented:

Made by Supervisor Jim Gillio and seconded by
Supervisor Anthony Botelho

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

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

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

SBC FILE NUMBER: 790

County Counsel Barbara Thompson provided information to purchase real property located on Buena Vista Road (6.3 acres) from Graniterock Company. She said that there were minor changes that were presented back from Graniterock in regards to the purchase agreement that was presented to them. All of the changes they did present back are minor. They indicated that the purchase price is \$450,000 the initial draft said it was \$385,000. She said that it is still \$385,000 but they wanted to be made clear that the remainder of the purchase price would be a donation to the County. So the price we would be inquiring it for is the \$385,000 cash with the remainder a donation to the property. We state that they would take sole responsibility of reporting that to the tax agency.

Chairman Mark Medina stated for the record he wanted to commend Supervisor Anthony Botelho for negotiating the \$450,000 down to \$385,000.

Ms. Thompson said that the only other significant change on the property is that we had indicated a relocation of access to a well that is on the property which would be a condition for closing and they removed that as a condition of closing. Right now we are just acquiring the land to hold it.

Chairman Medina said that the only question he had was how many acres of vacant land do we currently own.

CAO Ray Espinosa said that he has a map in his office that shows vacant land. He said that they could come back to the Board with a more detailed figure.

Supervisor Jaime De La Cruz had a question if there were minerals found on this property, who has rights to those minerals.

Ms. Thompson said that the contract does not address that, we would have to examine the title to see if there are any mineral rights to the property.

Chairman Medina opened the public hearing.

There was no public comment.

Chairman Medina closed the public hearing.

Supervisor Anthony Botelho spoke about access point where the well was located. He said that it makes a lot of sense that the access be moved to the person having rights to the well. He said that there is an old building on there that would need to be removed.

Ms. Thompson said that we still have the opportunity to add conditions before the close of the escrow agreement.

Supervisor Botelho said that we should add the removal of the building as a condition to the agreement.

Supervisor Jaime De La Cruz said that if they change the language to limit the liability he would support it.

Ms. Thompson said that the Environmental Study still needs to be done before escrow. Would have to come back to the Board to accept the Grant Deed.

Supervisor Botelho said that he agrees with Supervisor De La Cruz. He said that acquiring this property is very valuable to the County.

MOTION:

Motion to continue the public hearing to September 10, 2019 at 9:00 a.m.:

Made by **Supervisor Jim Gillio** and seconded by **Vice-Chair Jaime De La Cruz**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

11. RESOURCE MANAGEMENT AGENCY - H. MAVROGENES

Hold a public hearing and adopt a resolution imposing a fee/tax assessment in FY 2019/2020 for utilities and services provided to County Service Areas (CSAs); and adopt resolutions authorizing the County Auditor to levy a special tax and establish the 2019/2020 tax within Community Facilities Districts (CFDs).

SBC FILE NUMBER: CSA'S

RESOLUTION NO: 2019-75, RESOLUTION NO: 2019-76,

RESOLUTION NO. 2019-77

RMA Director Harry Mavrogenes provided information on a resolution imposing a fee/tax assessment in the FY 2019/2020 for utilities and services provided to County Service Areas.

Chairman Mark Medina opened the public hearing.

There was no public comment.

Chairman Medina closed the public hearing.

Supervisor Jim Gilio pointed out that for a lot of the CSA's there will be no increases. For the record on page 29 of the fee report for CSA #46 (Quail Hollow) shows \$30,500, includes \$3,500 for street sweeping and about \$1,000 for contingencies and any balance after that would be applied to a retaining wall that has failed in the community.

MOTION:

Motion to Adopt Resolution No. 2019-74, 2019-75, 2019-76 as presented:

Made by **Supervisor Jim Gillio** and seconded by **Supervisor Anthony Botelho**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

REGULAR AGENDA

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

a) Staff report.

b) Public opportunity to address the Board on a particular agenda item. Please fill out a speaker card and present it to the Clerk prior to consideration of the

item.

c) *Consideration by the Board.*

12. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Receive presentation on County Service Areas (CSAs).

SBC FILE NUMBER: CSA's

Management Analyst Lauren Hull provided information and a PowerPoint presentation on CSA's. Items covered were: County Service Area update and Introduction - 31 active CSA's and the services provided to each; recent accomplishments & developments; fee schedule for all of the CSA's; budget's for CSA's; working on linking data; provisions of services; working on lists of weekly, monthly, yearly actionable items; Specific CSA;s: CSA #31 Stonegate: Established a Cross connection Control Survey that was completed in May to identify back flow prevention devices in their water system that needed to be repaired or replaced; cross connection control program to ensure that procedures are in place to maintain those back flow prevention devices; provided information on the well; CSA #35 Union Heights: Weed abatement concerns; detention pond; CSA #50 Dunneville: Authorized the replacement of effective back wash fill; working on getting quotes to repaint the pump house and to put some new gravel in; CSA #46 Quail Hollow & CSA #47 Oak Creek: Have been working on some irrigation system issues and leaks that we have addressed; Current CSA road maintenance projects include: CSA #5, #8, #9, #11 and #35; upcoming items and projects; upcoming road maintenance projects; annexations: CSA #24 Santa Ana Acres, board authorized the initiation of the new Winn Subdivision at the March 5th meeting and CSA #25 Vineyard Estates the meadow at Gardenia Lane the Klauer Subdivision; CSA #25 Vineyard Estates is an inactive CSA right now and are providing information to the CSA what it would look like to reactive it. The Resource Management Agency has provided an estimate of slurry or chip seal for their roads. She said that we are working to communicate with the CSA's in regards to services and concerns; Questions.

Supervisor Jim Gillio thanked Lauren for all of her hard work and other staff that have been working on this. He said that we serve the community and the CSA's and we are here to provide customer service.

Public Comment:

Richard Ferreira, CSA #35 resident, said that he was very pleased in working with the new RMA Director and staff. Said that he is still concerned about the weed abatement being unacceptable, they are not satisfied to date on that. He said that he has addressed the weed abatement with Mr. DaRosa and his comments were unacceptable which I told the RMA Director. At this moment the weed abatement is incomplete.

Supervisor Anthony Botelho said that the weed abatement is a problem and a working progress on all of our roads. He said that he was happy with the report today. He said that he appreciates the comments and staff's efforts.

Supervisor Jim Gillio said for Vineyard Estates he would like to get together and get an update where we are with that.

Presentation only, no action is needed.

CAO Ray Espinosa announced that Jessica, our full time CSA Coordinator, will be coming back in September. He thanked Lauren Hull for all of her help during her absence.

PUBLIC

HEARING

CLOSED SESSION

County Counsel Barbara Thompson read the closed session items in to the record.

The Board adjourned in to closed session at 10:04 a.m.

The Board reported out of closed session at 10:59 a.m.

County Counsel Barbara Thompson reported that there was no reportable action.

Matters discussed during Closed Session include existing and pending litigation, personnel matters and real property negotiations. Reportable actions taken by the Board during Closed Session will be announced during open session. (Gov. Code Section 54957.1(a) and (b), Ralph M. Brown Act.)

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

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

Number of cases: 1

Facts and Circumstances Justifying Closed Session: Potential of litigation relating to current landfill agreement.

SBC FILE NUMBER: 235.6

No reportable action.

14. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY
NEGOTIATORS Section 54956.8**

Property street address: APN: 0590200030

Agency Negotiators: Ray Espinosa, County Administrative Officer; Barbara Thompson, County Counsel

Negotiating parties: San Benito High School District, Shawn Tennenbaum

Under Negotiation: Lease terms.

SBC FILE NUMBER: 235.6

No reportable action.

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

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

Number of cases: 1

Facts and Circumstances Justifying Closed Session: Potential of additional litigation regarding Master Tax Agreement currently being litigated in *Award Homes, Inc. v. County of San Benito, et. al*, Case No. CU-15-00099, and *BMC Promise Way, LLC, dba Benchmark Communities v. County of San Benito, et. al.*, Superior Court of California, County of San Benito, Case No. CU-15-00056.

SBC FILE NUMBER: 235.6

No reportable action.

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

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

Name of Case: Rose, et. al. v. County of San Benito, Superior Court of California, County of San Benito, Case No. CU-17-00151.

SBC FILE NUMBER: 235.6

No reportable action.

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

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

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

SBC FILE NUMBER: 235.6

No reportable action.

18. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Section 54956.8**

Property street address: 0 Buena Vista Road (APN 019-230-002) (On Buena Vista Road across the road from where Buena Vista Road makes a 90 degree turn towards the north)

Agency Negotiators: Ray Espinosa, County Administrative Officer; County Counsel Barbara Thompson

Negotiating parties: Graniterock

Under Negotiation: Price and Terms of Payment

SBC FILE NUMBER: 235.6

No reportable action.

ADJOURNMENT

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

MOTION:

Motion to adjourn the meeting at 11:00 a.m.: Made by **Supervisor Jim Gillio** and seconded by **Vice-Chair Jaime De La Cruz**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

NOTE: A copy of this Agenda is published, along with supportive documents, on the County's Web site on the Friday preceding each Board meeting and may be viewed at www.cosb.us/government/meetings-agendas/. All proposed agenda items with supportive documents are also available for viewing at the San Benito County Administration Building, 481 Fourth Street, Hollister, CA between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays). This is the same

packet that the Board of Supervisors reviews and discusses at each Board meeting.

As required by Gov. Code Section 54957.5 any public record distributed to the Board of Supervisors less than 72 hours prior to this meeting in connection with any agenda item shall be made available for public inspection at the office of the Clerk of the Board, San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023. Public records distributed during the meeting will be available for public inspection at the meeting if prepared by the County. If the public record is prepared by some other person and distributed at the meeting it will be made available for public inspection following the meeting at the office of the Clerk of the Board.

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



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
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: 10/22/2019

DEPARTMENT: COUNCIL OF GOVERNMENTS

DEPT HEAD/DIRECTOR: Mary Gilbert

AGENDA ITEM PREPARER: Veronica Lezama, Transportation Planner

SBC DEPT FILE NUMBER: 1035

SUBJECT:

COUNCIL OF GOVERNMENTS - M. GILBERT

Adopt Resolution approving the Council of Governments' amended Conflict of Interest Code, designating the Measure G Transportation Safety and Investment Plan Oversight Committee as an advisory body whose members are required to file statements of economic interest.

SBC FILE NUMBER: 1035

RESOLUTION NO: 2019-105

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Political Reform Act (Government Code Section 81000, et seq.) requires every state or local government agency to adopt and promulgate a conflict of interest (COI) code. An agency's COI code must be revised periodically, to reflect changes in designated positions, advisory boards, commissions, committees and other advisory bodies, and consultants.

Before amendments to a local government agency's COI code can take effect, they must be approved

by the agency's "code reviewing body", under Government Code section 87303. The code reviewing body must either: 1) approve the amended COI code as submitted; 2) revise the amended COI code and approve it as revised; or 3) return the amended COI code to the agency for its revision and resubmission. When the code reviewing body approves an amended COI code, it shall be deemed adopted and promulgated by the local government agency.

Under Government Code section 82011(b), the Board of Supervisors is the code reviewing body for the Council of San Benito County Governments (COG). COG previously adopted the Fair Political Practices Commission's model conflict of interest code and has previously designated certain officials and advisory bodies required to file statements of economic interests. The Board of Supervisors has approved these previous versions of COG's COI Code.

At its September 2019 meeting, COG adopted Resolution 19-07, amending its conflict of interest code to add the Measure G Transportation Safety and Investment Plan Oversight Committee as an advisory body whose members are required to file statements of economic interest. Measure G is reflected in COG Ordinance 2018-01 and the Transportation Safety and Investment Plan that was approved by San Benito County voters on November 6, 2018. The Measure calls for a citizens' oversight committee, to be comprised of San Benito County citizens, to oversee compliance with the Measure G Ordinance. COG appointed the oversight committee members at its June 2019 meeting.

A copy of COG Resolution 19-07, amending COG's conflict of interest code to add the Measure G Transportation Safety and Investment Plan Oversight Committee is attached. COG is requesting that the Board of Supervisors adopt a Resolution, approving COG's amended Conflict of Interest Code.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

There is no financial impact to San Benito County.

STAFF RECOMMENDATION:

Adopt Resolution approving the Council of Governments' amended conflict of interest code and authorize the Chair to sign it.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

Board Resolution approving COG's amended conflict of interest code

Upload Date Type

10/11/2019

Resolution

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Resolution No. 2019-

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1 PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN
2 BENITO THIS 22nd DAY OF OCTOBER, 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: Oct. 11, 2019

BEFORE THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

A RESOLUTION OF THE COUNCIL OF SAN)
BENITO COUNTY GOVERNMENTS TO) Resolution No. 19-07
AMEND ITS RULES AND REGULATIONS,)
SECTION 4: CONFLICT OF INTEREST CODE)
AMENDING SECTION 4(C) APPENDIX A)
REGARDING ADVISORY BODIES WHICH)
MUST FILE STATEMENTS OF ECONOMIC)
INTERESTS)

WHEREAS, the Council of San Benito County Governments ("COG"), has adopted Rules and Regulations regarding the transaction of COG's business;

WHEREAS, Section 4 of COG's Rules and Regulations sets out COG's Conflict of Interest Code; and

WHEREAS, Section 4 (C) Appendix A of COG's Rules and Regulations identifies persons holding certain positions or who are members of the advisory bodies designated in the Appendix who shall file statements of economic interest; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Council of San Benito County Governments, that it does hereby amend COG's Rules and Regulations, Section 4 (C) Appendix A, as set forth in Exhibit A, attached hereto and incorporated herein by reference, to add the Measure G Citizens' Oversight Committee as an advisory body whose members are required to file statements of economic interest.

PASSED AND ADOPTED BY THE SAN BENITO COUNCIL OF GOVERNMENTS THIS 19th DAY OF SEPTEMBER 2019 BY THE FOLLOWING VOTE:

AYES: Chair Flores, Botelho, Richman, Velazquez, Medina

NOES: 0

ABSTAINING: 0

ABSENT: 0



César E. Flores, Chair

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

Dated: Sept. 13, 2019

By: 
Shirley L. Murphy, Deputy County Counsel

ATTEST:

Mary Gilbert, Executive Director

Dated: 9/19/2019

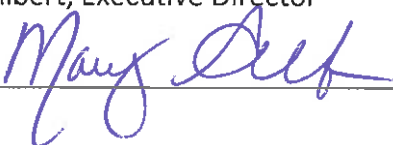
By: 

Exhibit A

COGs Rules and Regulations

Section 4 (C). Conflict of Interest Code

Appendix A

Positions and Advisory Bodies	Disclosure Categories					
	A-1	A-2	B	C	D	E
Council of San Benito County Governments <ul style="list-style-type: none"> • Board of Directors • Executive Director • Transportation Planning Manager • Administrative Services Specialists 	X	X	X	X	X	X
Social Services Transportation Advisory Council Members	X	X	X	X	X	X
Technical Advisory Committee Members	X	X	X	X	X	X
Bicycle and Pedestrian Advisory Committee Members	X	X	X	X	X	X
Regional Transportation Plan Advisory Committee Members	X	X	X	X	X	X
Measure G Transportation Safety and Investment Plan Oversight Committee	X	X	X	X	X	X

Exhibit B

COG's Rules and Regulations

Section 4. Conflict of Interest Code

D. CODE OF CONDUCT

1. DUTY TO DISCLOSE

The Executive Director and other COG managers, supervisors and purchasing agents shall not be involved in any purchasing decisions, tasks, or procedures, (including participation in initiation, award, or administration of a contract) in which they or persons related to them have a real or apparent conflict of interest. In cases where there may be such conflicts of interest, employees have the responsibility to report in writing such conflicts to the Executive Director. Failure to make such disclosure is subject to disciplinary action.

2. CONFLICT OF INTEREST

The COG Board of Directors has adopted a Conflict of Interest code, under which certain designated employees are required to disclose economic interests and are prohibited from participating in decisions, which may have an effect on their financial interest. The terms and requirements of the Conflict of Interest Code are incorporated herein by reference.

No employee, officer, or agent of COG shall participate in procedures, tasks, or decisions relative to initiation, award, or administration of a contract if a conflict of interest, real or apparent, exists. Such a conflict of interest arises when any of the following has a financial or other interest in a firm that participates in a COG bidding process or that is selected for a contract award involving:

- a. The employee, officer or agent
- b. Any member of his or her immediate family
- c. Business associate of a and b above
- d. An organization which employs, or which is about to employ a current COG employee

The standards governing the determination as to whether such an interest exists are set forth in Sections 1090, 1091, and 1091.5 of the California Government Code.

3. GRATUITIES AND CONTINGENT FEES

No Director, officer, employee or agent of COG knowingly shall solicit, accept, or agree to accept gratuities, favors or anything of more than a nominal monetary value in connection with actual or potential procurement and contracting activities. Under this policy, the term "nominal monetary value" shall be defined as a value of fifty dollars (\$50) or less.

4. CONFIDENTIAL INFORMATION

No employee of COG involved in purchasing shall use confidential information for his or her actual, anticipated, or apparent personal gain, or for the actual, anticipated, or apparent personal gain of any person related to such employee. "Confidential Information" is defined as any proprietary, privileged, or nonpublic information, coming to the employee's attention as a result of employment by COG, the knowledge of which makes financial gain possible.

5. DISCIPLINE OF VIOLATION

The violation of any of these Standards of Conduct will subject the violator to any disciplinary proceedings or action deemed appropriate by the COG Executive Director, up to and including dismissal.



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: 10/22/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Stewart Patri

SBC DEPT FILE NUMBER: 105

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Authorize staff to re-purpose programmed funding for the Cienega Road Realignment project to the Cienega Road Maintenance division for general maintenance of Cienega Road; approve transfer of the balance of Cienega Road Realignment funds to Cienega Road Maintenance division and authorize the County Administrative Officer to transfer additional interest earned in the Cienega Road Realignment account in FY19/20.

SBC FILE NUMBER: 105

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Cienega Road Realignment division was created for the collection of developer fees and miscellaneous funding for capital projects to realign Cienega Road for increased safety and accessibility. Some of the funding that was deposited into this division included a \$150,000 deposit from the State of California for mitigation impacts on Cienega Road related to the Hollister Hills State Vehicular Recreation Area. The additional funds were collected by developers for projects related to Cienega road.

On the October 8, 2019 board meeting, the Board of Supervisors directed staff to review the realignment funds and determine if the funding could be repurposed for other projects. It has been determined that if the funding is reprogrammed for use towards a Cienega Road maintenance or enhancement project that this would be an appropriate use of the funds.

The current balance of the funds as of October 16, 2019 is \$857,790.67. County Administration staff are anticipating additional interest will be recognized over the first two quarters of fiscal year 2019/2020 increasing the total amount to be transferred.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is respectfully recommended that the Board of Supervisors:

1. Authorize staff to repurpose dedicated Cienega Road Realignment funds to future Cienega Road Maintenance projects.
2. Approve transfer of the balance of Cienega Road Realignment funds to the Cienega Road Maintenance division and authorize the County Administrative Officer to transfer additional interest earned in the Cienega Road Realignment account in fiscal year 2019/2020.

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: 6.

MEETING DATE: 10/22/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 149

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Approve Amendment No. 5 to contract with Gregory M. LaForge, extending the public defender contract for an additional year, from October 31, 2019 to October 31, 2020, in the amount of \$405,000 annually.

SBC FILE NUMBER: 149

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The public defender contract with Gregory LaForge was originally entered into October 26, 2010. It was amended in 2013, 2014, 2017 and currently has an expiration date of October 31, 2019.

The total budget for services of the public defender and two alternates is approximately \$807,388 for FY 2019-2020. Of this amount, the base contract to the three primary public defenders is approximately \$650,085. The remainder of costs are primarily for the additional levels of conflict public defender attorneys; and additionally, for costs of any homicide cases, investigators, and other indirect charges. The County currently has a cost effective model as compared to the likely

expenses of having the public defenders as a County department.

The proposed amendment extends the contract by an additional year, and provides for a small increase in base attorney compensation to \$405,000 annually, effective November 1, 2019. Additionally, for homicide cases, the agreement allows special compensation for public defender services in the amount not to exceed \$25,000, and allows the CAO's office to set the compensation for the investigators in the amount not to exceed \$9,000 annually, except as otherwise ordered by the Courts.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

Public Defender Budget

CURRENT FY COST:

\$410,000 (approx.)

STAFF RECOMMENDATION:

Approve Amendment No. 5 to contract with Gregory M. LaForge, extending the public defender contract for an additional year, from October 31, 2019 to October 31, 2020, in the amount of \$405,000 annually, and authorize the Chair to sign it.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
5th Amendment to contract, with initial contract & 1st through 4th amendments attached	10/15/2019	Contract Amendment

AMENDMENT TO CONTRACT

5

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated October 26, 2010.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment No. 1); July 17, 2014 (Amendment No. 2); September 9, 2014 (Amendment No. 3); and October 10, 2017 (Amendment No. 4)

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 October 31, 2019, to a new expiration date of October 31, 2020.

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 new or modified 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 new or modified payment terms.)

Attachment B to the original contract, as previously amended (Exhibit 1) is hereby further amended to revise Paragraph B-3 to read as follows:

B-3. COMPENSATION:

COUNTY shall pay to CONTRACTOR a total sum not to exceed \$405,000 annually, paid in monthly equal installments of \$33,750 for services rendered pursuant to the terms and conditions of the original contract, as previously amended, and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

All other provisions of Attachment B to the original contract, as previously amended, shall remain the same.

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

New Payment Terms:
(Insert new payment terms.)

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

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

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

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

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

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:

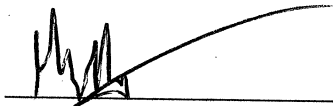
Other Modified or New Terms:

(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



Gregory M. LaForge, Attorney at Law

10-14-19

Date

COUNTY

San Benito County Board of Supervisors

Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Shirley L. Murphy, Deputy County Counsel

Oct. 15, 2019

Date

EXHIBIT 1
TO AMENDMENT # 5

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

4

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated October 26, 2010.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment No. 1);
July 17, 2014 (Amendment No. 2), and Amendment No. 3 (September 9, 2014).

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 October 31, 2017, to a new expiration date of October 31, 2019.

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:

- COUNTY shall pay to CONTRACTOR a total sum not to exceed \$391,431 annually paid in monthly equal installments of \$32,619.25, for services rendered pursuant to the terms and conditions of the original contract and this amendment. (Exhibit 1).
- For investigative services not covered under the existing contract (e.g. homicide cases with or without special circumstances and attempted first-degree homicide cases), investigative services shall be paid at the rate determined by the County Administrative Office each fiscal year, up to a maximum of \$9,000, unless further investigative services are ordered by the Court or except as otherwise ordered by the Court.

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

New Payment Terms:

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☐ a total sum not to exceed \$ _____,
for services rendered pursuant to the terms and conditions
of the original contract (Exhibit 1) and this amendment, and
pursuant to any special compensation terms specified in
paragraph B-4.

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

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

d. Other Terms. (Check one.)

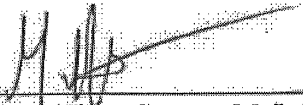
- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

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

3. Other Terms.

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

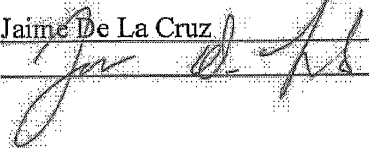
CONTRACTOR


Name/Title: Gregory M. LaForge, Attorney at Law

10-4-17
Date

COUNTY

San Benito County Board of Supervisors

Jaime De La Cruz
 Chair

10/10/17
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Barbara Thompson
Barbara Thompson, Acting Assistant County Counsel

10/4/17
Date

EXHIBIT 1
TO AMENDMENT # 4

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 AGREEMENT

3

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

1. **Existing Agreement.**

a. **Initial Agreement.**

COUNTY and CONTRACTOR acknowledge that the parties entered into an agreement which agreement is dated October 26, 2010.

b. **Prior Amendments. (Check one.)**

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment #1) and July 17, 2014 (Amendment #2)

c. **Incorporation of Original Agreement.**

This initial agreement and any prior amendments to the initial agreement (hereafter collectively referred to as the "Original Agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

2. **Purpose of this Agreement.**

The purpose of this amendment is to change the Original Agreement between the parties in the following particulars.

a. **Scope of Services. (Check one.)**

☐ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified as specified in Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.

b. **Payment Terms. (Check one.)**

☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are modified as specified on Exhibit 3, which is made a part of this amended agreement.

☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) and Amendment to Agreement # 1 are not modified.

c. **Term of the Agreement.** (Check one.)

- ☒ [x] The term of the Original Agreement (Exhibit 1) as amended in Amendment to Agreement # 2 is extended from the current expiration date of October 31, 2014, to a new expiration date of October 31, 2017.
- ☐ [] The term of the Original Agreement is not modified.

d. **Other Terms.** (Check one.)

- ☐ [] Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ [x] There are no other terms of the Original Agreement that are modified.

4. **Other Terms.**

All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

"CONTRACTOR"

Name Luiza LaFollette

8.27-14
Date

"COUNTY"

By: Jerry Muenzer, Chair
San Benito County Board of Supervisors

9/9/14
Date

Approved as to Legal Form:

Matthew Granger
Matthew Granger, County Counsel

8-28-2014
Date

EXHIBIT 1

ORIGINAL AGREEMENT

(Please attach the initial agreement and any prior amendments to this exhibit.)

AMENDMENT TO AGREEMENT

2

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

1. Existing Agreement.

a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an agreement which agreement is dated October 26, 2010.

b. Prior Amendments. (Check one.)

- ☐ The initial agreement previously has not been amended.
☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013
- _____

c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement (hereafter collectively referred to as the "Original Agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties in the following particulars.

a. Scope of Services. (Check one.)

- ☐ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified as specified in Exhibit 2 which is made a part of this amended agreement.
☒ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.

b. Payment Terms. (Check one.)

- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are modified as specified on Exhibit 3, which is made a part of this amended agreement.
☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are not modified.

c. **Term of the Agreement.** (Check one.)

- ☒ The term of the Original Agreement (Exhibit 1) is extended from the current expiration date of June 30, 2014, to a new expiration date of October 31, 2014.
- ☐ The term of the Original Agreement is not modified.

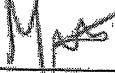
d. **Other Terms.** (Check one.)

- ☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ There are no other terms of the Original Agreement that are modified.

4. **Other Terms.**


All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

"CONTRACTOR"


Name Allen LaFrance

6-13-14
Date

"COUNTY"


By: Jerry Mueller Chair
San Benito County Board of Supervisors

6/17/14
Date

Approved as to Legal Form:


Matt Granger, County Counsel

6-12-2014
Date

Other terms of the Original Agreement are modified as follows:

AMENDMENT TO AGREEMENT

1

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

1. Existing Agreement.

a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an agreement which agreement is dated October 26, 2010.

b. Prior Amendments. (Check one.)

☒ The initial agreement previously has not been amended.

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

c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement (hereafter collectively referred to as the "Original Agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties in the following particulars.

a. Scope of Services. (Check one.)

☐ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified as specified in Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.

b. Payment Terms. (Check one.)

☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are modified as specified on Exhibit 3, which is made a part of this amended agreement.

☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are not modified.

c. **Term of the Agreement.** (Check one.)

- ☐ The term of the Original Agreement (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.
- ☒ The term of the Original Agreement is not modified.

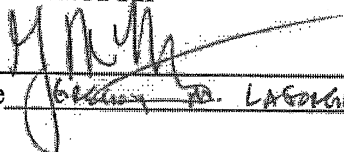
d. **Other Terms:** (Check one.)

- ☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ There are no other terms of the Original Agreement that are modified.

4. **Other Terms.**


All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

"CONTRACTOR"

Name  Gregory D. Lange

8-12-13
Date

"COUNTY"

By:  Anthony Boklho, Chair
San Benito County Board of Supervisors

8/20/13
Date

Approved as to Legal Form:

 Matt Granger
Matt Granger, County Counsel

August 9, 2013
Date

EXHIBIT 1

ORIGINAL AGREEMENT

(Please attach the initial agreement and any prior amendments to this exhibit.)

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") ("CONTRACTOR") and the LAW OFFICES OF GREGORY M. LaFORGE enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 1, 2011, and end on June 30, 2014, unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

- | | | |
|-----|--|-------------|
| (a) | Comprehensive General Liability Insurance: | \$1,000,000 |
| (b) | Professional Liability Insurance: | \$3,000,000 |
| (c) | Comprehensive Motor Vehicle Liability Insurance: | \$1,000,000 |

6. Termination.

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

7. Specific Terms and Conditions

The rights and duties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Richard Inman

Title: Interim County Administrative Officer

Address: 481 Fourth Street

Hollister: California 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4010

Contract Administrator for CONTRACTOR:

Name: Gregory M. LaForge

Title: Attorney at Law

Address: 339 Seventh Street, Suite G

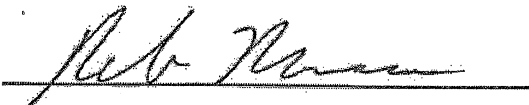
Hollister, CA 95023

Telephone No.: 831-636-2599

Fax No.: 831-636-9499

SIGNATURES

APPROVED BY COUNTY:

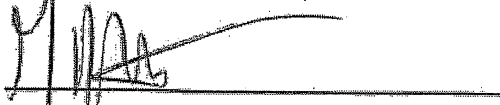


Name: Reb Monaco

Chairman, Board of Supervisors

Date: 10-26-10

APPROVED BY CONTRACTOR:



Name: GREGORY M. LA FORGE

Title: OWNER

Date: OCTOBER 12, 2010

APPROVED AS TO LEGAL FORM

Matthew Granger, San Benito County Counsel

By: Barbara Thompson

Date: 10/20/10

ATTACHMENT A
Scope of Services

Primary Public Defender Services:

- A-1 The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instances in which the San Benito County Superior Court has the authority to appoint counsel, including, without limitation, the following:
- a. Appointments in criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution, b) life in prison with or without the possibility of parole or charged with first-degree attempted homicide offense that Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within 30 days after written notice by Contractor to County of the proceedings, can agree that either Contractor will continue representation with additional compensation to allow Contractor to secure additional help or County can locate and assign permanent legal counsel for the client.
 - b. Representation of minors only in juvenile delinquency proceedings (Welfare and Institutions code Sections 634 and 700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
 - c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code Sections 317 and 353);
 - d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code Sections 5276, 5302, 5350 and 5365);
 - e. Family law proceedings (Family Code 3150);
 - f. Probation Code conservatorships (Probate Code 1471);
 - g. Habeas Corpus Proceedings pertinent to underlying criminal cases;

The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which a court in San Benito County has authority to appoint counsel.

A-2 Extraordinary Writ:

Attorneys performing services under the Contract are required to perform services in prosecution of applications for extraordinary writs in state courts of review.

G.45

A-3 Change of Venue:

Attorneys performing services under the Contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

A-4 Other Service Requirements:

In addition to the general terms and conditions specified in the County's standard services contract, the following specific terms and conditions shall apply:

- a. Availability: Contractor agrees to have a minimum of two (2) attorneys available to provide public defender services, such attorneys hereinafter referred to as Adjunct Attorneys. Each attorney shall have a minimum of three years experience in the practice of law, including criminal trial experience. At all times Contractor shall provide County with the names and qualifications of the Adjunct Attorneys providing the legal services of Public Defender pursuant to this provision of this contract. Additional professional staff, beyond the three attorneys, may be attorneys with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience).

Attorneys hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this agreement. Contractor shall require all Adjunct Attorneys to comply with all provisions of this agreement regardless of the relationship between Contractor and Adjunct Attorneys.

- b. Right to Refuse Personnel: The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.
- c. Private Basis: Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this contract from accepting any case on matter(s) within the scope of this contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this contract. Contractor shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this contract.
- d. License to Practice Law and Required Certification: All attorneys performing services under the Contract shall be licensed to practice law in the State of California, in good standing with the California Bar Association and shall maintain any and all

specialized training, certification and minimum experience qualifications required by the courts, in order to provide the indigent defense services outlined in the scope of services.

e. Standards of Performance: Contractor shall provide for competent, adequate and effective legal representation for indigent defendants when appointed by the Court from the time of appointment to and including a final adjudication of such cases handling duties as required by Penal Code Section 1240.1(b), even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. The following duties and responsibilities of counsel as set forth in the federal and state Constitution, statutes, court decisions and rules of professional conduct shall be observed, including, but not limited to the following:

- i. Duty of careful factual and legal investigation (e.g., duty to research the law and raise settled objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.).
- ii. Duty to keep the client informed.
- iii. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial.
- iv. Duty to know and explore sentencing alternatives.

A-5 Statistical Reporting: Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor(s) shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Officer. Exhibit "D", attached to this Contract and incorporated herein by reference, is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant to Section 987.8 of the Penal Code, and/or Section 987.9 of the Penal Code;
- (b) To enable the County to obtain reimbursement under the provision of Section 987.4 of the Penal Code, or Section 903.1 of the Welfare and Institutions Code, for legal services furnished to certain minors;
- (c) To enable the County to obtain reimbursement from the State of California under the provisions of sections 15200-15204 of the Government Code and to enable the court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Section 1400 of the Probate Code;

But

(d) To enable the County to obtain reimbursement for the services rendered by Contractor under any other provisions of law not previously mentioned; and

(e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in recovering any monies in connection with the provision of legal and related services governed under this contract.

- A-6 Office Location and Office Hours: Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours, at a minimum, 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday, (12:00 p.m.-1:00 p.m. and County-observed holidays excepted), and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses individual to conducting a law practice and conflict indigent defense offices, including, but not limited to, the following: investigative personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting or except in extraordinary circumstances after giving County prior notification. Meetings will be required at the jail or at the office before the date of court to make court appointment meaningful.
- A-7 Private Practice: Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.
- A-8 Contractor shall carry to conclusion at trial, at the expiration of this contract, all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the County. Contractor will provide such services for a reasonable fee to be determined by the court, but only if the Contractor and successor public defender agree that such representation is in the best interest of the client.
- A-9 Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this contract. Contractor and County Administrative Officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstances may be granted before the services are provided only after a court order has been issued following documentation suitable to the court or only after mutual agreement between Contractor and County.

END OF ATTACHMENT A.

6-26

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR Three Hundred Seventy Six Thousand Three Hundred Seventy Four Dollars (\$376,374) annually for Fiscal Years 2011-2014 (July 1, 2011 through June 30, 2014) payable in twelve equal installments of Thirty One Thousand Three Hundred Sixty four Dollars and Fifty Cents (\$31,364.50)

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this Attachment B made a part hereof.

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

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum sum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included.

END OF ATTACHMENT B.

ATTACHMENT C General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

ATTACHMENT D

Caseload and Disposition Report

Date of Report :

For the Period:

<u>Case No.</u>	<u>Case Type</u>	<u>Category</u>	<u>Filing Date</u>
-----------------	------------------	-----------------	--------------------

Total for the Period:

Signature of Contractor

EXHIBIT 2

MODIFICATIONS TO SCOPE OF SERVICES

(Check One.)

- ☒ [x] The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.
- ☐ [] The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified only as indicated below.
- ☐ [] The scope of services to be performed by CONTRACTOR as specified in the Original Agreement (Exhibit 1) are deleted in their entirety. CONTRACTOR agrees to perform the newly-specified services indicated below.

Modified or New Scope of Services:

EXHIBIT 3

MODIFICATIONS TO PAYMENT SCHEDULE

(Check One.)

- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are not modified.
- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are deleted in their entirety. COUNTY agrees to the following new payment terms:
- ☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1), in regards to "Special Compensation Terms" in paragraph B-4 are deleted in their entirety. The COUNTY and CONTRACTOR agree to the following new "Special Compensation Terms" in paragraph B-4. All other payment terms agreed to in the Original Agreement (Exhibit 1) are not modified.

Modified Payment Terms:

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

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

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

In homicide cases involving special circumstances, CONTRACTOR agrees to pay investigative services at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

EXHIBIT 4 OTHER TERMS

(Check one.)

- ☒ There are no other terms of the Original Agreement that are modified.
☐ Other terms of the Original Agreement are modified as follows:



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: 10/22/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 149

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Approve Amendment No. 5 to contract with Harry J. Damkar, extending the alternate public defender contract for an additional year, from October 31, 2019 to October 31, 2020, in the amount of \$158,000 annually.

SBC FILE NUMBER: 149

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The public defender contract with Harry Damkar was originally entered into October 26, 2010 as an alternate to the primary contract with Gregory LaForge. It was amended in 2013, 2014, 2017, and currently has an expiration date of October 31, 2019.

The total budget for the services of the public defender and two alternates is approximately \$807,388 for FY 2019-2020. Of this amount, the base contract to the three primary public defenders is approximately \$655,960. The remainder of costs are primarily for the additional levels of conflict public defender attorneys; and additionally, for costs of any homicide cases,

investigators, and other indirect charges. The County currently has a cost effective model as compared to the likely expenses of having the public defenders as a County department.

The proposed amendment extends the contract by an additional year, and provides for a small increase in base attorney compensation to \$158,000 annually, effective November 1, 2019. Additionally, for homicide cases, the agreement allows special compensation for public defender services in the amount not to exceed \$25,000, and allows the CAO's office to set the compensation for investigators in an amount not to exceed \$9,000 annually, except as otherwise ordered by the Courts.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

Public Defender Budget

CURRENT FY COST:

\$156,138 (approx.)

STAFF RECOMMENDATION:

Approve Amendment No. 5 to contract with Harry J. Damkar, extending the alternate public defender contract for an additional year, from October 31, 2019 to October 31, 2020, in the amount of \$158,000 annually.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
5th Amendment to contract, with initial contract & 1st through 4th amendments attached	10/14/2019	Contract Amendment

AMENDMENT TO CONTRACT

5

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated October 26, 2010.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment No. 1); July 17, 2014 (Amendment No. 2); September 9, 2014 (Amendment No. 3); and October 10, 2017 (Amendment No. 4)

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 October 31, 2019, to a new expiration date of October 31, 2020.

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 new or modified 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 new or modified payment terms.)

Attachment B to the original contract, as previously amended (Exhibit 1) is hereby further amended to revise Paragraph B-3 to read as follows:

B-3. COMPENSATION:

COUNTY shall pay to CONTRACTOR a total sum not to exceed \$158,000 annually, paid in monthly equal installments of \$13,166.67 for services rendered pursuant to the terms and conditions of the original contract, as previously amended, and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

All other provisions of Attachment B to the original contract, as previously amended, shall remain the same.

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

New Payment Terms:
(Insert new payment terms.)

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

☐ a total lump sum payment of \$_____, or
☐ a total sum not to exceed \$_____,
for services rendered pursuant to the terms and conditions of the original
contract (Exhibit 1) and this amendment, and pursuant to any special
compensation terms specified in paragraph B-4.

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

☐ There are no additional terms of compensation.
☐ The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

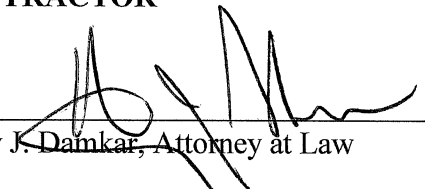
☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

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



Harry J. Damkar, Attorney at Law

10/14/19

Date

COUNTY

San Benito County Board of Supervisors

Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Shirley L. Murphy, Deputy County Counsel

Oct. 14, 2019

Date

EXHIBIT 1
TO AMENDMENT # 5

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

4

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated October 26, 2010.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment No. 1);
July 17, 2014 (Amendment No. 2), and Amendment No. 3 (September 9, 2014).

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 October 31, 2017, to a new expiration date of October 31, 2019.

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:

COUNTY shall pay to CONTRACTOR a total sum not to exceed **\$150,549 annually, paid in monthly equal installments of \$12,545.75**, 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.

For investigative services not covered under the existing contract (e.g. homicide cases with or without special circumstances and attempted first-degree homicide cases), investigative services shall be paid at the rate of determined by the County Administrative Office each fiscal year, up to a maximum of \$9,000, unless further investigative services are ordered by the Court or except as otherwise ordered by the Court.

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

New Payment Terms:

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
- ☐ a total sum not to exceed \$ _____, for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

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

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

d. Other Terms. (Check one.)

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

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

3. Other Terms.

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

CONTRACTOR


Name/Title: Harry J. Damkar, Attorney at Law

10/4/17
Date

COUNTY

San Benito County Board of Supervisors

Jaime De La Cruz

, Chair

10/10/17
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Barbara Thompson
Barbara Thompson, Acting Assistant County Counsel

10/10/17
Date

EXHIBIT 1
TO AMENDMENT # 4

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 AGREEMENT

3

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

1. Existing Agreement.

a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an agreement which agreement is dated October 26, 2010.

b. Prior Amendments. (Check one.)

- ☐ The initial agreement previously has not been amended.
☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment #1) and July 17, 2014 (Amendment #2)

c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement (hereafter collectively referred to as the "Original Agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties in the following particulars.

a. Scope of Services. (Check one.)

- ☐ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified as specified in Exhibit 2 which is made a part of this amended agreement.
☒ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.

b. Payment Terms. (Check one.)

- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are modified as specified on Exhibit 3, which is made a part of this amended agreement.
☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) and Amendment to Agreement # 1 are not modified.

c. **Term of the Agreement.** (Check one.)

- ☒ The term of the Original Agreement (Exhibit 1) as amended in Amendment to Agreement # 2 is extended from the current expiration date of October 31, 2014, to a new expiration date of October 31, 2017.
- ☐ The term of the Original Agreement is not modified.

d. **Other Terms.** (Check one.)

- ☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ There are no other terms of the Original Agreement that are modified.

4. **Other Terms.**

All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

"CONTRACTOR"

Name Harry J. Danker

Date

8/27/14

"COUNTY"

By: Terry M. Senzer, Chair
San Benito County Board of Supervisors

Date

9/9/14

Approved as to Legal Form:

Matthew Granger
Matthew Granger, County Counsel

Date

8-28-2014

EXHIBIT 1

ORIGINAL AGREEMENT

(Please attach the initial agreement and any prior amendments to this exhibit.)

AMENDMENT TO AGREEMENT

2

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

1. Existing Agreement.

a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an
agreement which agreement is dated October 26, 2010.

b. Prior Amendments. (Check one.)

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior
amendments are as follows: August 20, 2013

c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement
(hereafter collectively referred to as the "Original Agreement") are attached to this
amendment as Exhibit 1 and made a part of this amended agreement.

2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties
in the following particulars.

a. Scope of Services. (Check one.)

☐ The services that CONTRACTOR agreed to perform as specified
in the Original Agreement (Exhibit 1) are modified as specified in
Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified
in the Original Agreement (Exhibit 1) are not modified.

b. Payment Terms. (Check one.)

☐ The payment terms that COUNTY agreed to in the Original
Agreement (Exhibit 1) are modified as specified on Exhibit 3,
which is made a part of this amended agreement.

☒ The payment terms that COUNTY agreed to in the Original
Agreement (Exhibit 1) are not modified.

c. **Term of the Agreement.** (Check one.)

☒ The term of the Original Agreement (Exhibit 1) is extended from the current expiration date of June 30, 2014, to a new expiration date of October 31, 2014.

☐ The term of the Original Agreement is not modified.

d. **Other Terms.** (Check one.)

☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.

☒ There are no other terms of the Original Agreement that are modified.

4. **Other Terms.**

All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

"CONTRACTOR"

Name

Harry J. Damian

Date

6/13/14

"COUNTY"

By

Jerry Anestzer, Chair
San Benito County Board of Supervisors

Date

6/17/14

Approved as to Legal Form:

Matt Granger
Matt Granger, County Counsel

Date

6-12-2014

AMENDMENT TO AGREEMENT

1

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

1. Existing Agreement.

a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an
agreement which agreement is dated October 26, 2010.

b. Prior Amendments. (Check one.)

☒ The initial agreement previously has not been amended.

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

c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement
(hereafter collectively referred to as the "Original Agreement") are attached to this
amendment as Exhibit 1 and made a part of this amended agreement.

2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties
in the following particulars.

a. Scope of Services. (Check one.)

☐ The services that CONTRACTOR agreed to perform as specified
in the Original Agreement (Exhibit 1) are modified as specified in
Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified
in the Original Agreement (Exhibit 1) are not modified.

b. Payment Terms. (Check one.)

☒ The payment terms that COUNTY agreed to in the Original
Agreement (Exhibit 1) are modified as specified on Exhibit 3,
which is made a part of this amended agreement.

☐ The payment terms that COUNTY agreed to in the Original
Agreement (Exhibit 1) are not modified.

c. **Term of the Agreement.** (Check one.)

- ☐ The term of the Original Agreement (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.
- ☒ The term of the Original Agreement is not modified.

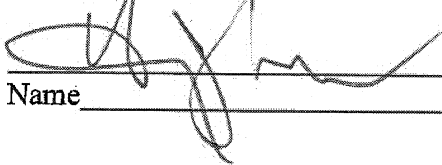
d. **Other Terms.** (Check one.)

- ☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ There are no other terms of the Original Agreement that are modified.

4. **Other Terms.**


All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

"CONTRACTOR"


Name _____

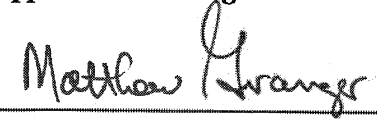
8/12/13
Date

"COUNTY"


By: Anthony Botelho, Chair
San Benito County Board of Supervisors

8/20/13
Date

Approved as to Legal Form:


Matt Granger, County Counsel

August 9, 2013
Date

EXHIBIT 1

ORIGINAL AGREEMENT

(Please attach the initial agreement and any prior amendments to this exhibit.)

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and HARRY J. DAMKAR, Attorney at Law ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 1, 2011, and end on June 30, 2014, unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

(a)	Comprehensive General Liability Insurance:	\$1,000,000
(b)	Professional Liability Insurance:	\$3,000,000
(c)	Comprehensive Motor Vehicle Liability Insurance:	\$1,000,000

6. Termination.

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

7. Specific Terms and Conditions

The rights and duties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Richard Inman

Title: Interim County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4010

Contract Administrator for CONTRACTOR:

Name: Harry J. Damkar

Title: Attorney at Law

Address: 339 Seventh Street, Suite F

Hollister, CA 95023

Telephone No.: 831-628-1900

Fax No.: 831-638-1905

SIGNATURES

APPROVED BY COUNTY:



Name: Reb Monaco

Chairman, Board of Supervisors

Date: 10-26-10

APPROVED BY CONTRACTOR:



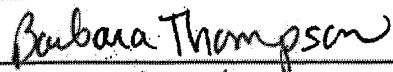
Name: Harry J. Damkar

Title: Attorney at Law

Date: _____

APPROVED AS TO LEGAL FORM

Matthew Granger, San Benito County Counsel

By: 

Date: 10/20/10

ATTACHMENT A
Scope of Services

Alternate Public Defender Services:

A-1 The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instances in which the San Benito County Superior Court has the authority to appoint counsel, including, without limitation, the following:

- a. Appointments in criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution, b) life in prison with or without the possibility of parole or charged with first-degree attempted homicide offense that Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within 30 days after written notice by Contractor to County of the proceedings, can agree that either Contractor will continue representation with additional compensation to allow Contractor to secure additional help or County can locate and assign permanent legal counsel for the client.
- b. Representation of minors only in juvenile delinquency proceedings (Welfare and Institutions code Sections 634 and 700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
- c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code Sections 317 and 353);
- d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code Sections 5276, 5302, 5350 and 5365);
- e. Family law proceedings (Family Code 3150);
- f. Probation Code conservatorships (Probate Code 1471);
- g. Habeas Corpus Proceedings pertinent to underlying criminal cases;

The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which a court in San Benito County has authority to appoint counsel.

A-2 Extraordinary Writ:

Attorneys performing services under the Contract are required to perform services in prosecution of applications for extraordinary writs in state courts of review.

A-3 Change of Venue:

Attorneys performing services under the Contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

A-4 Other Service Requirements:

In addition to the general terms and conditions specified in the County's standard services contract, the following specific terms and conditions shall apply:

- a. Availability: Contractor agrees to have an attorney available to provide public defender services, when Contractor is unavailable, such attorney hereinafter referred to as Adjunct Attorney. Adjunct Attorney shall have a minimum of three years experience in the practice of law, including criminal trial experience. At all times Contractor shall provide County with the names and qualifications of the Adjunct Attorney providing the legal services of Public Defender pursuant to this provision of this contract. Additional professional staff, beyond one Adjunct Attorney who may perform services when Contractor is unavailable, may be attorneys with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience).

Attorney(s) hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this agreement. Contractor shall require all Adjunct Attorney(s) to comply with all provisions of this agreement regardless of the relationship between Contractor and Adjunct Attorney(s).

- b. Right to Refuse Personnel: The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.
- c. Private Basis: Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this contract from accepting any case on matter(s) within the scope of this contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this contract. Contractor shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this contract.
- d. License to Practice Law and Required Certification: All attorneys performing services under the Contract shall be licensed to practice law in the State of California, in good standing with the California Bar Association and shall maintain any and all

specialized training, certification and minimum experience qualifications required by the courts, in order to provide the indigent defense services outlined in the scope of services.

e. Standards of Performance: Contractor shall provide for competent, adequate and effective legal representation for indigent defendants when appointed by the Court from the time of appointment to and including a final adjudication of such cases handling duties as required by Penal Code Section 1240.1(b), even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. The following duties and responsibilities of counsel as set forth in the federal and state Constitution, statutes, court decisions and rules of professional conduct shall be observed, including, but not limited to the following:

- i. Duty of careful factual and legal investigation (e.g., duty to research the law and raise settled objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.).
- ii. Duty to keep the client informed.
- iii. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial.
- iv. Duty to know and explore sentencing alternatives.

A-5 Statistical Reporting: Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor(s) shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Officer. Exhibit "D", attached to this Contract and incorporated herein by reference, is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant to Section 987.8 of the Penal Code, and/or Section 987.9 of the Penal Code;
- (b) To enable the County to obtain reimbursement under the provision of Section 987.4 of the Penal Code, or Section 903.1 of the Welfare and Institutions Code, for legal services furnished to certain minors;
- (c) To enable the County to obtain reimbursement from the State of California under the provisions of sections 15200-15204 of the Government Code and to enable the court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Section 1400 of the Probate Code;

- (d) To enable the County to obtain reimbursement for the services rendered by Contractor under any other provisions of law not previously mentioned; and
 - (e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in recovering any monies in connection with the provision of legal and related services governed under this contract.
- A-6 Office Location and Office Hours: Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours, at a minimum, 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday, (12:00 p.m.-1:00 p.m. and County-observed holidays excepted), and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses individual to conducting a law practice and conflict indigent defense offices, including, but not limited to, the following: investigative personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting or except in extraordinary circumstances after giving County prior notification. Meetings will be required at the jail or at the office before the date of court to make court appointment meaningful.
- A-7 Private Practice: Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.
- A-8 Contractor shall carry to conclusion at trial, at the expiration of this contract, all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the County. Contractor will provide such services for a reasonable fee to be determined by the court, but only if the Contractor and successor public defender agree that such representation is in the best interest of the client.
- A-9 Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this contract. Contractor and County Administrative Officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstances may be granted before the services are provided only after a court order has been issued following documentation suitable to the court or only after mutual agreement between Contractor and County.

END OF ATTACHMENT A.

ATTACHMENT B

Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR One Hundred Forty Four Thousand Seven Hundred fifty Eight Dollars (\$144,758) annually for Fiscal Years 2011-2014 (July 1, 2011 through June 30, 2014) payable in twelve equal installments of Twelve Thousand Sixty Three Dollars and Seventeen Cents (\$12,063.17).

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this Attachment B made a part hereof.

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

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum sum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included.

END OF ATTACHMENT B.

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

ATTACHMENT D
Caseload and Disposition Report

Date of Report :

For the Period:

<u>Case No.</u>	<u>Case Type</u>	<u>Category</u>	<u>Filing Date</u>
-----------------	------------------	-----------------	--------------------

Total for the Period:

Signature of Contractor

END OF ATTACHMENT D

EXHIBIT 2

MODIFICATIONS TO SCOPE OF SERVICES

(Check One.)

- ☒ [x] The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.
- ☐ [] The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified only as indicated below.
- ☐ [] The scope of services to be performed by CONTRACTOR as specified in the Original Agreement (Exhibit 1) are deleted in their entirety. CONTRACTOR agrees to perform the newly-specified services indicated below.

Modified or New Scope of Services:

EXHIBIT 3

MODIFICATIONS TO PAYMENT SCHEDULE

(Check One.)

- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are not modified.
- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are deleted in their entirety. COUNTY agrees to the following new payment terms:
- ☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1), in regards to "Special Compensation Terms" in paragraph B-4 are deleted in their entirety. The COUNTY and CONTRACTOR agree to the following new "Special Compensation Terms" in paragraph B-4. All other payment terms agreed to in the Original Agreement (Exhibit 1) are not modified.

Modified Payment Terms:

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

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

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

In homicide cases involving special circumstances, CONTRACTOR agrees to pay investigative services at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

EXHIBIT 4 OTHER TERMS

(Check one.)

- ☒ There are no other terms of the Original Agreement that are modified.
☐ Other terms of the Original Agreement are modified as follows:



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: 10/22/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 149

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Approve Amendment No. 3 to contract with Arthur Cantu, extending the alternate public defender contract for an additional year, from October 31, 2019 to October 31, 2020, in the amount of 80,000 annually.

SBC FILE NUMBER: 149

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On August 20, 2013, the Board entered into a contract with Arthur Cantu as an alternate to the primary contract with Gregory LaForge. It was amended in 2014 and 2017, and currently has an expiration date of October 31, 2019.

The total budget for the services of the public defender and two alternates is approximately \$807,388 for FY 2019-2020. Of this amount, the base contract to the three primary public defenders is approximately \$655,960. The remainder of costs are primarily for the additional levels of conflict public defender attorneys; and additionally, for costs of any homicide cases,

investigators, and other indirect charges. The County currently has a cost effective model as compared to the likely expenses of having the public defenders as a County department.

The proposed amendment extends the contract by an additional year, and provides for a small increase in base attorney compensation to \$80,000 annually and base investigator compensation to \$35 per hour, not to exceed \$1,080 per month, effective November 1, 2019. Additionally, for homicide cases, the agreement allows special compensation for public defender services in the amount not to exceed \$25,000, and allows the CAO's office to set additional compensation for investigators in an amount not to exceed \$9,000 annually, except as otherwise ordered by the Courts.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

Public Defender Budget

CURRENT FY COST:

\$807,388 (approx.)

STAFF RECOMMENDATION:

Approve Amendment No. 3 to contract with Arthur Cantu, extending the alternate public defender contract for an additional year, from October 31, 2019 to October 31, 2020, in the amount of \$80,000.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
3rd Amendment to contract, with initial contract and 1st and 2nd amendments attached	10/16/2019	Contract Amendment

AMENDMENT TO CONTRACT

3

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated August 20, 2013, with an effective date of September 1, 2013.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: September 9, 2014 (Amendment No. 1); and October 10, 2017 (Amendment No. 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 October 31, 2019, to a new expiration date of October 31, 2020.

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 new or modified 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 new or modified payment terms.)

Attachment B to the original contract, as previously amended (Exhibit 1) is hereby further amended to revise Paragraph B-3 to read as follows:

B-3. COMPENSATION:

COUNTY shall pay to CONTRACTOR:

- A. An amount not to exceed \$80,000 annually, paid in monthly equal installments of \$6,666.67 for services rendered pursuant to the terms and conditions of the original contract, as previously amended, and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.
- B. An amount not to exceed \$1,080 per month for investigative services rendered pursuant to the terms and conditions of the original contract, as previously amended, and this amendment, at the rate of \$35 per hour. CONTRACTOR shall provide the COUNTY with a written itemized monthly bill for the investigative services up to \$1,080 per month. Investigative service charges exceeding \$1,080 per month shall be the sole responsibility of the CONTRACTOR and not the COUNTY, unless governed by paragraph B-4 of the original contract, as previously amended.

All other provisions of Attachment B to the original contract, as previously amended, shall remain the same.

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

New Payment Terms:

(Insert new payment terms.)

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

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

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

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

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

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

Arthur Cantu

Arthur Cantu, Attorney at Law

10.16.2019

Date

COUNTY

San Benito County Board of Supervisors

Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Oct. 16, 2019

Date

EXHIBIT 1
TO AMENDMENT # 3

ORIGINAL
CONTRACT

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

AMENDMENT TO CONTRACT

2

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated August 20, 2013, with an effective date of September 1, 2013.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: Amendment No. 1 (September 9, 2014).

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 October 31, 2017, to a new expiration date of October 31, 2019.

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:

COUNTY shall pay to CONTRACTOR a total sum not to exceed **\$78,000 annually to be paid in equal monthly installments of \$6,500.00**, 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.

For investigative services not covered under the existing contract (e.g. homicide cases with or without special circumstances and attempted first-degree homicide cases), investigative services shall be paid at the rate of determined by the County Administrative Office each fiscal year, up to a maximum of \$9,000, unless further investigative services are ordered by the Court or except as otherwise ordered by the Court.

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

New Payment Terms:

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
 - ☐ a total sum not to exceed \$ _____,
- for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

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

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

d. Other Terms. (Check one.)

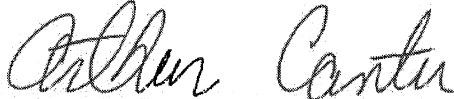
- ☒ There are no other terms of the original contract that are modified.
- ☐ Other terms of the original contract are modified only as specified below:

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

3. Other Terms.

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

CONTRACTOR



Name/Title: Arthur Cantu, Attorney at Law

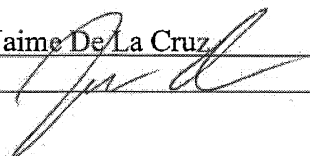
10.4.17

Date

COUNTY

San Benito County Board of Supervisors

Jaime De La Cruz



Chair

10/10/17

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Barbara Thompson, Acting Assistant County Counsel

10/10/17

Date

AMENDMENT TO CONTRACT

1

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract dated August 20, 2013, with an effective date of September 1, 2013.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

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

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

☐ The term of the Original Contract is not modified.

☒ The term of the Original Contract is extended from the current expiration date of August 31, 2014, to a new expiration date of October 31, 2017.

b. Scope of Services. (Check one.)

☒ The services specified in the Original Contract are not modified.

☐ The services specified in the Original Contract are modified as specified below: (Check one.)

☐ The services specified in the Original Contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

☐ The services specified in the Original Contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

☐ The payment terms in the Original Contract are not modified.

☒ The payment terms in the Original Contract are modified as specified below:
(Check one.)

☐ The payment terms are modified only as specified below:

☒ The payment terms in Sections B-3 and B-4 of Attachment B to the Original Contract are deleted in their entirety and replaced with the following payment terms:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR:

A. Seventy-Five Thousand Dollars (\$75,000) annually for the term of the contract payable in equal monthly installments of Six Thousand Two hundred and Fifty Dollars (\$6, 250) from September 1, 2014 to October 31, 2017 for services rendered pursuant to the terms and conditions of the Original Contract.

B. An amount not to exceed One Thousand Dollars (\$1,000) per month for the term of the contract (September 1, 2014 to October 31, 2017) to pay for investigative services rendered pursuant to the terms and conditions of the Original Contract at the rate of \$35.00 per hour. CONTRACTOR shall provide the COUNTY with a written itemized monthly bill for the investigative services up to \$1,000 per month. Investigative service charges exceeding the \$1,000 per month shall be the sole responsibility of the CONTRACTOR and not the COUNTY, unless governed by the Special Compensation Terms contained in Section B-4.

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

☐ There are no additional terms of compensation.

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

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court. This special compensation provision shall be limited to two (2) attempted first-degree homicide cases during any of the following time periods: September 1, 2014 - August 31, 2015; September 1, 2015 - August 31, 2016; and September 1, 2016 - October 31, 2017, for a total of six attempted first-degree homicide cases over the life of the contract. All

attempted first-degree homicide cases in excess of the two (2) cases allotted for in any applicable time period set forth above shall be handled by CONTRACTOR under the flat fee provisions of the Original Contract at no extra cost to the COUNTY. CONTRACTOR shall notify the COUNTY in writing when he has been appointed by the court as a public defender in any attempted first-degree homicide case.

In homicide cases involving special circumstances, CONTRACTOR agrees to pay investigative services at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

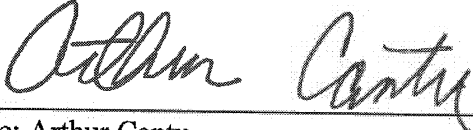
d. Other Terms. (Check one.)

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

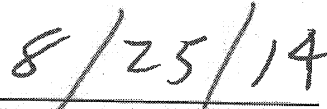
3. Other Terms.

All other terms and conditions of the Original Contract (Exhibit 1) that are not changed by this amendment shall remain the same.

CONTRACTOR



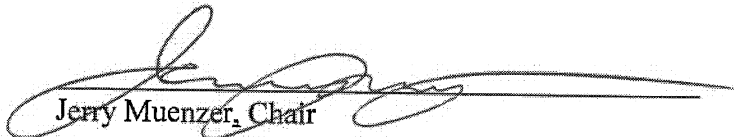
Name: Arthur Cantu

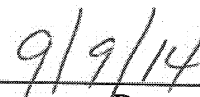


Date

COUNTY

San Benito County Board of Supervisors


Jerry Muenzer, Chair



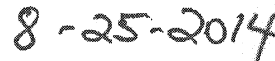
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



Matthew Granger, County Counsel



Date

EXHIBIT 1
TO AMENDMENT TO CONTRACT # 1

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments)

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and the Law Office of Arthur Cantu ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on September 1, 2014, and end on September 9, 2014.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

(a)	Comprehensive general liability insurance:	\$1,000,000.00
(b)	Professional liability insurance:	\$3,000,000.00
(c)	Comprehensive motor vehicle liability insurance:	\$1,000,000.00
(d)	Workers' Compensation Insurance	minimum of \$100,000 per occurrence for employer's liability.

6. Termination.

Not applicable

7. Specific Terms and Conditions

Not applicable.

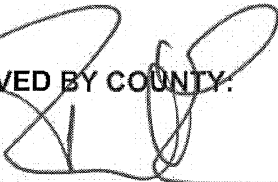
8. Information about Contract Administrators.

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

Name	Ray Espinosa	Arthur Cantu
Title	County Administrative Officer	Attorney at Law
Address	481 Fourth Street Hollister, CA 95023	345 Fifth Street Ste. 7 Hollister, CA 95023
Phone	(831)636-4000	(831)637-2585
Fax	(831)636-4010	

SIGNATURES

APPROVED BY COUNTY:



Name: Ray Espinosa

County Administrative Officer

Date:

8/28/14

APPROVED BY CONTRACTOR:



Name: Arthur Cantu

Title: Attorney at Law

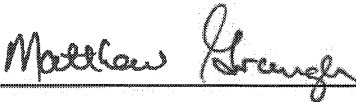
Tax I.D. or Social Security No.: 20-0816598

Date:

8/25/2014

APPROVED AS TO LEGAL FORM:

Matt Granger, San Benito County Counsel



By:

Matthew Granger

Date:

8-25-2014

ATTACHMENT A
Scope of Services

CONFLICT INDIGENT DEFENSE SERVICES

A-1 APPOINTMENTS

The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instance in which the Superior Court of California for San Benito County (hereinafter the "Court") has the authority to appoint counsel, including, without limitation, the following:

- a. Appointments in all criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by a) death by execution or b) life in prison with or without the possibility of parole, Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within thirty (30) days after written notice by Contractor to County of the proceedings, can agree that either the Contractor will continue representation with compensation paid in conformity with Section B-4 of Attachment B hereto or County, at its sole option, locates and assigns permanent legal counsel for the client;
- b. Representation of minors in juvenile delinquency proceedings (Welfare and Institutions Code §634 and §700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
- c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code §317 and §353);
- d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code §5276, 5302, 5350, and 5365);
- e. Family law proceedings (Family Code 3150);
- f. Habeas Corpus Proceedings pertinent to underlying criminal cases;
- g. The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which the Court has authority to appoint counsel.

A-2 EXTRAORDINARY WRITS

Attorneys performing services under the Contract are required to perform services persecution of applications for extraordinary writs in state courts of review.

A-3 CHANGE OF VENUE

Attorneys performing services under the contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

A-4 OTHER SERVICES REQUIREMENTS

In addition to the general terms and conditions specified in the County's Contract, the following specific terms and conditions shall apply:

- a. **Availability:** Contractor agrees to have an attorney available to provide public defender services when contractor is unavailable. Such attorney is hereinafter referred to as the Adjunct Attorney. In addition to the Contractor possessing a minimum of three years of practice in criminal law, the Adjunct Attorney shall also have a minimum of three years experience in the practice of criminal law. At all times, Contractor shall provide County with the names and qualifications of the Adjunct Attorney providing public defender legal service pursuant to this Contract. Additional professional staff, beyond the Adjunct Attorney, may be an attorney(s) with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience). Any appearance by a certified second/third year law student shall comply with all of the requirements set forth in California Rules of Court 9.42(d)(3).

Attorneys hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed, and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this Contract. Contractor shall require any Adjunct Attorney(s) to comply with all provisions of this Contract regardless of the relationship between Contractor and Adjunct Attorney(s).

- b. **Right to Refuse Personnel:** The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor.
- c. **Private Basis:** Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this Contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this Contract from accepting any case on matters within the scope of this Contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract. Contract shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract.
- d. **License to Practice Law and Required Certification:** All attorneys performing services under the Contract shall be licensed to practice law in the State of

California, be in good standing with the California Bar Association, and shall maintain any and all specialized training, certification and minimum experience qualifications required by the Court in order to provide the indigent defense services outlined in this scope of services.

- e. Standards of Performance: Contractor shall provide for competent, adequate, and effective legal representation for indigent defendants when appointed by the Court from the time of appointment to and including a final adjudication of such case and perform all duties required by Penal Code (PC) §1240.1, even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards.

The duties and responsibilities of counsel as set forth in the federal and state Constitutions, statutes, court decisions, and rules of professional conduct shall be observed and shall include, but not be limited to, the following:

- I. Duty of careful factual and legal investigation (e.g., duty to research the law and raise appropriate objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.)
- II. Duty to keep the client informed.
- III. Duty to prepare for jury selection, examination of witnesses, submission of instructions, and presentation of argument at trial.
- IV. Duty to know and explore sentencing alternatives.

A-5 STATISTICAL REPORTING

Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Office, attached to this Contract as Exhibit D and incorporated herein by reference. Exhibit D is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the Court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant PC §987.8 and/or PC §987.9;
- (b) To enable the County to obtain reimbursement under the provision PC §903.1 of the Welfare and Institutions Code for legal services furnished to certain minors;

- (c) To enable the County to obtain reimbursement from the State of California under the Provisions of GC §15200-15204 and to enable the Court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Probate Code §1400;
- (d) To enable the County to obtain reimbursement for the services rendered by the Contractor under any other provisions of law not previously mentioned; and
- (e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in revering any monies in connection with the provision of legal and related services governed under this contract.

A-6 OFFICE LOCATION AND OFFICE HOURS:

Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours in the City of Hollister sufficient to provide the necessary representation and coordination of defense for clients assigned to the Contractor under this contract and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses incidental to conducting a law practice and conflict indigent defense office, including, but not limited to, the following: investigate personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long-distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting. Meetings will be required at the jail or at the office before the day of court to make any court appointment meaningful.

A-7 PRIVATE PRACTICE

Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this Contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.

A-8 CONTINUED DUTY OF REPRESENTATION

At the expiration of this Contract, Contractor shall carry to conclusion through trial all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the county. Contractor will provide such services at the same hourly rate as other attorneys representing the County are paid for similar work as determined by the Court.

A-9 EXTRAORDINARY CIRCUMSTANCES

Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this Contract. Contractor and County Administrative officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstance may be grated before the services are provide, but only after the County has made a determination and order has been issued

following an required hearing or only after the Contractor and County have reached a mutual agreement in writing.

END OF ATTACHMENT A.

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in paragraph B-3 and B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

This nine day Contract is being employed as a stop gap measure to allow the COUNTY to retroactively approve Amendment to Contract #1 to the August 20, 2013, contract between the COUNTY and the CONTRACTOR (hereinafter the "Original Contract"), which amendment extends the term of the Original Contract from September 1, 2014, to October 31 2017. Upon approval of the Amendment to Contract #1, this Contract will have no further legal force or effect.

Further, upon COUNTY approval of Amendment to Contract #1, the amount of compensation paid to the CONTRACTOR will be governed solely by the terms and conditions of Amendment to Contract #1 and the Original Contract. The CONTRACTOR shall not be entitled to receive any monies under this Contract.

COUNTY shall pay to CONTRACTOR:

- A. One-Thousand Eight-Hundred and Seventy-Five Dollars (\$1875.00) for services rendered between September 1, 2014, and September 9, 2014, in a one-time payment as the full amount due and owing under this Contract if, and only if, the Amendment to Contract #1 is not approved at the September 9, 2014, San Benito County Board of Supervisors meeting.

B-4. SPECIAL COMPENSATION TERMS

CONTRACTOR agrees to provide services for homicide cases wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution or 2) life in prison with or without the possibility of parole at the hourly rate of \$100 per hour up to a maximum sum of twenty-five thousand Dollars (\$25,000) for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate

of \$35.00 per hour up to a maximum of six-thousand Dollars (\$6,000), unless further investigate services are ordered by the Court.

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

original

SAN BENITO COUNTY'S RFQ FOR INDIGENT DEFENSE SERVICES

COUNTY'S STANDARD SERVICES CONTRACT

C O N T R A C T

The **COUNTY OF SAN BENITO** ("COUNTY") and Law Office of Arthur Cantu ("CONTRACTOR") enter into this contract ("Contract"), which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract:

This Contract shall commence on September 1, 2013, and end on August 31, 2014, unless sooner terminated as specified herein.

2. Scope of Services:

CONTRACTOR, for County's benefit, shall perform the full scope of services specified on Attachment A to this Contract. Attachment A is made a part of this Contract.

3. Compensation for Services:

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

4. General Terms and Conditions:

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

5. Insurance Limits:

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

- | | |
|---|---|
| a. Comprehensive General Liability Insurance: | \$1,000,000.00 |
| b. Professional Liability Insurance: | \$3,000,000.00 |
| c. Comprehensive Motor Vehicle Liability Insurance: | \$1,000,000.00 |
| d. Workers' Compensation Insurance | minimum of \$100,000
per occurrence for
employer's liability. |

6. Termination:

The number of days of advance written notice required for termination of this Contract is ninety (90) days.

7. Specific Terms and Conditions:

The rights and duties of the parties to this Contract are additionally governed by the specific additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this Contract.

8. Information About Contract Administrators:

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

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Ray Espinosa
Title: Interim County Administrative Officer
Address: San Benito County
481 Fourth Street
Hollister, CA 95023

Name: Arthur Cantu
Title: Attorney at law
Address: 345 Fifth St. Ste. 7
Hollister, CA. 95023

Telephone: 831.636.4000
Fax No: 831.636-4010

Telephone: (831) 637-2585
Fax No:

SIGNATURES

APPROVED BY COUNTY:



Name: Anthony Botelho, Chair
San Benito County Board of Supervisors

Date: August 20, 2013.

APPROVED BY CONTRACTOR:



Name:

Date: August 12th, 2013.

Federal Tax ID No.: 20-0816598

APPROVED AS TO LEGAL FORM:

Matthew Granger, County Counsel

By Matthew Granger

Date: August 12, 2013

ATTACHMENT A Scope of Services

Conflict Indent Defense Services:

A-1 Appointments

The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instances in which the Superior Court of California for San Benito County (hereinafter the "Court") has the authority to appoint counsel, including, without limitation, the following:

- a. Appointments in all criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by a) death by execution or b) life in prison with or without the possibility of parole, Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within thirty (30) days after written notice by Contractor to County of the proceedings, can agree that either the Contractor will continue representation with compensation paid in conformity with Section B-4 of Attachment B hereto or County, at its sole option, locates and assigns permanent legal counsel for the client;
- b. Representation of minors in juvenile delinquency proceedings (Welfare and Institutions Code Sections 634 and 700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
- c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code Section 317 and 353);
- d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code Sections 5276, 5302, 5350, and 5365);
- e. Family law proceedings (Family Code 3150);
- f. Probate Code conservatorships (Probate Code 1471);
- g. Habeas Corpus Proceedings pertinent to underlying criminal cases;

The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which the Court has authority to appoint counsel.

A-2 Extraordinary Writs:

Attorneys performing services under the Contract are required to perform services in prosecution of applications for extraordinary writs in state courts of review.

A-3 Change of Venue:

Attorneys performing services under the Contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

A-4 Other Service Requirements:

In addition to the general terms and conditions specified in the County's Contract, the following specific terms and conditions shall apply:

a. Availability: Contractor agrees to have an attorney available to provide public defender services when Contractor is unavailable. Such attorney is hereinafter referred to as the Adjunct Attorney. In addition to the Contractor possessing a minimum of three years of practice in criminal law, the Adjunct Attorney shall also have a minimum of three years experience in the practice of criminal law. At all times, Contractor shall provide County with the names and qualifications of the Adjunct Attorney providing public defender legal services pursuant to this Contract. Additional professional staff, beyond the Adjunct Attorney, may be an attorney(s) with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience). Any appearance by a certified second/third year law student shall comply with all of the requirements set forth in California Rules of Court 9.42 (d)(3).

Attorneys hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed, and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this Contract. Contractor shall require any Adjunct Attorney(s) to comply with all provisions of this Contract regardless of the relationship between Contractor and Adjunct Attorney(s).

b. Right to Refuse Personnel: The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor.

c. Private Basis: Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this Contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this Contract from accepting any case on matters within the scope of this Contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract. Contract shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract.

d. License to Practice Law and Required Certification: All attorneys performing services under the Contract shall be licensed to practice law in the State of California, be in good standing with the California Bar Association, and shall maintain any and all specialized training, certification and minimum experience qualifications required by the Court in order to provide the indigent defense services outlined in this scope of services.

e. Standards of Performance: Contractor shall provide for competent, adequate, and effective legal representation for indigent defendants when appointed by the Court from the time

of appointment to and including a final adjudication of such case and perform all duties required by Penal Code Section 1240.1, even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards.

The duties and responsibilities of counsel as set forth in the federal and state Constitutions, statutes, court decisions, and rules of professional conduct shall be observed and shall include, but not be limited to, the following:

- i. Duty of careful factual and legal investigation (e.g., duty to research the law and raise appropriate objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.).
- ii. Duty to keep the client informed.
- iii. Duty to prepare for jury selection, examination of witnesses, submission of instructions, and presentation of argument at trial.
- iv. Duty to know and explore sentencing alternatives.

A-5 Statistical Reporting:

Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Office, attached to this Contract as Exhibit D and incorporated herein by reference. Exhibit D is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the Court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant to Section 987.8 of the Penal Code and/or Section 987.9 of the Penal Code.
- (b) To enable the County to obtain reimbursement under the provision of Section 987.4 of the Penal Code or Section 903.1 of the Welfare and Institutions Code for legal services furnished to certain minors;
- (c) To enable the County to obtain reimbursement from the State of California under the provisions of Sections 15200-15204 of the Government Code and to enable the Court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Section 1400 of the Probate Code;
- (d) To enable the County to obtain reimbursement for the services rendered by Contractor under any other provisions of law not previously mentioned; and
- (e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in recovering any monies in connection with the provision of legal and related services governed under this contract.

A-6 Office Location and Office Hours:

Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours in the City of Hollister sufficient to provide the necessary representation and coordination of defense for clients assigned to the Contractor under this contract and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses incidental to conducting a law practice and conflict indigent defense office, including, but not limited to, the following: investigative personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting. Meetings will be required at the jail or at the office before the day of court to make any court appointment meaningful.

A-7 Private Practice:

Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this Contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.

A-8. Continued Duty of Representation:

At the expiration of this Contract, Contractor shall carry to conclusion through trial all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the County. Contractor will provide such services at the same hourly rate as other attorneys representing the County are paid for similar work as determined by the Court.

A-9. Extraordinary Circumstances:

Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this Contract. Contractor and County Administrative Officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstances may be granted before the services are provided, but only after the Court has made a determination and an order has been issued following any required hearing or only after the Contractor and County have reached a mutual agreement in writing.

ATTACHMENT B

Payment Schedule

B-1 BILLING

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

- ☐ One month in arrears
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in Paragraphs B-3 and B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR:

- A. Seventy-five Thousand Dollars (\$ 75,000) annually for (September 1, 2013 – August 31, 2014); payable in twelve equal installments of Six Thousand Two Hundred Fifty Dollars and zero cents (\$6,250));

for services rendered pursuant to the terms and conditions of this Contract.

B-4 SPECIAL COMPENSATION TERMS:

Contractor agrees to provide services for homicide cases wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution or 2) life in prison with or without possibility of parole at the hourly rate of \$100 per hour up to a maximum sum of Twenty-Five Thousand Dollars (\$25,000) for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in Paragraph 5 of this Contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in Paragraph 5 of this Contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used in providing services under this Contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this Contract.

- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from their attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its

rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

ATTACHMENT D

Caseload and Disposition Report

Date of Report :

For the Period:

Case No.

Case Type

Category

Filing Date

Total for the Period:

Signature of Contractor



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: 10/22/2019

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

Approve contract with Youth Alliance for Homeless Emergency Assistance Program (HEAP) Youth Services for the period of September 1, 2019 through October 31, 2021, for a total amount not to exceed \$280,663.00.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

San Benito County Health & Human Services Agency has been awarded the Homeless Emergency Assistance Program (HEAP) funding in the amount of \$1,871,098. Staff is requesting that the BOS approve the HEAP contract between San Benito County (County) and the Youth Alliance for \$280,663 for a term of September 1, 2019 - October 31, 2021.

The State of California made available the Homeless Emergency Aid Program (HEAP) funding in light of the homeless and housing crisis facing all Counties. HEAP is a \$500 million block grant program designed to provide direct assistance to cities, counties and Continuums of Care (CoCs) to address the homelessness crisis throughout California.

The Coalition of Homeless Services Providers released the RFP in March of this year with funding awards being made in June. The total funding available for the CoC Region is \$12,505,250. Based on the 2017 Homeless Point-in-Time Census numbers, the total funding available to San Benito County is \$1,871,098 for HEAP related projects and services designed to serve youth and homeless youth in San Benito County.

San Benito County was awarded to provide services to transition age homeless youth for total funding of \$280,663. The Youth Alliance will provide a combination of services including case management, outreach, rental assistance, supportive services, hotel vouchers and engagement activities. The Youth Alliance is the CBO partner agency that will be the provider of service.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2336.1000

CURRENT FY COST:

\$141,343

STAFF RECOMMENDATION:

Approve and Authorize the Chair to Sign a Contract with Youth Alliance for Homeless Emergency Assistance Program (HEAP) Youth Services \$280,663 for a term of September 1, 2019 to October 31, 2021.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Youth Alliance Contract	9/27/2019	Standard Contract

C O N T R A C T

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

1. Duration of Contract.

This contract shall commence on September 1, 2019, and end on October 31, 2021, unless sooner terminated as specified herein. All work to be performed as set forth in Attachment A shall be completed by June 30, 2021. Any funds not expended by June 30, 2021 will no longer be available to the project and will be returned to the COUNTY subject to reversion to the STATE.

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 and the Homeless Emergency Aid Program Grant Subrecipient Agreement listed in Attachment C1. Attachment C and C1 are 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/errors and omissions 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: Enrique Arreola

Title: Deputy Director

Address: 1161 San Felipe Rd.

Hollister, Ca. 95023

E-Mail: earreola@cosb.us

Telephone No.: (831) 634-4918

Fax No.: _____

Contract Administrator for CONTRACTOR:

Name: Diane Ortiz

Title: Executive Director

Address: 310 Fourth St. Suite 101

Hollister, Ca. 95023

E-Mail: diane@youthall.org

Telephone No.: (831) 636-2853

Fax No.: N/A

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:



Name: Diane Ortiz

Title: Executive Director

Date: 9/25/19

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: 

Date: 9-25-19

ATTACHMENT A

Scope of Services

This Agreement shall include one-time uses that are consistent with State Regulation Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses. All HEAP-funded activities shall operate in a manner consistent with the requirements of CCR Section 8409(b), referred to as "Core Practices" and Welfare and Institutions Code Division 8 Chapter 6.5 8355 (b), referred to as "Core Components of Housing First," including but not limited to use of a Coordinated Entry System (CES), Housing First practices, and progressive engagement practices.

Contractor shall provide the following services:

- 1) Services designed to prevent and respond to homelessness in Transition Aged Youth ages 18-24 using the Housing First Principles.
- 2) Provide case management services, counseling services, supportive services and rental assistance to homeless youth.
- 3) Provide access and/or referral to mental health services.
- 4) Provide access to emergency resources.
- 5) Provide vouchers and linkage to emergency shelter or rental assistance and work with the youth and community partners to find stable housing or a Host Home.
- 6) Provide on call staff to support and respond to after hours needs.
- 7) CONTRACTOR will work with partners such as the Gavilan College Homeless Liaison, Community Homeless Solutions and the San Benito County Office of Education Homeless Liaison for referrals as well as to connect young people to educational supports such as the Fresh Success program.
- 8) Provide COUNTY with the total number of applications submitted monthly, sign-in sheets and other necessary data to enable client services to be recorded in the HMIS system.

Reporting Requirements

CONTRACTOR shall submit Quarterly reports, first quarterly report due December 15, 2019 and quarterly thereafter; and an annual report to COALITION on forms provided by COALITION, by December 15, 2019 and December 15, 2020. If the CONTRACTOR

fails to provide such documentation, COALITION may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The CONTRACTOR shall also submit a final report by September 15, 2021.

The Quarterly reports and annual reports shall contain a detailed report containing the following:

1. Amount of award with activity(ies).
2. Contract expenditures.
3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U. S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the CONTRACTOR chooses to include them.

The CONTRACTOR will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. Major accomplishments and success stories.
3. The alignment between HEAP funding programs and "Housing First" principles adopted by the HCFC.
4. Any other effects from HEAP funding that CONTRACTOR would like to share.

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
☒ a total sum not to exceed \$ 280,663 (Two hundred eighty thousand six hundred sixty three 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)
- a) CONTRACTOR to invoice the COUNTY monthly in arrears. Invoice to be detailed by line item as outlined in the budget attachment (Attachment B1).
 - b) COUNTY shall pay CONTRACTOR, upon invoice, \$28,066 for start-up costs on or after September 1, 2019. This advance will be subtracted, in one-eleventh amount (\$2,551.45) from each monthly invoice until the advance is repaid.

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: Diane Ortiz

Title: Executive Director

Address: 310 Fourth St. Suite 101

Hollister, Ca. 95023

E-Mail: diane@youthall.org

Telephone No.: (831) 636-2853

Fax No.: _____

END OF ATTACHMENT B

Attachment B1: Project Budget – Services – Youth Alliance Avenida, Unaccompanied Youth

Project Line Item	Amount by Fund Source			Total Project
	Requested HEAP Funding	Other	Other	
PERSONNEL SERVICES				
Salaries (Full- & Part-Time)	\$	\$	\$	\$
Program Director @0.025 FTE	\$ 4,250	\$	\$	\$ 4,250
Case manager/ Navigator @ 0.30 FTE	\$ 78,400	\$	\$	\$ 78,400
Therapist (for individual or group counseling support for clients@ 0.10 FTE)	\$ 21,400	\$	\$	\$ 21,400
Benefits @ 28%	\$ 29,134	\$	\$	\$ 29,134
Fringe Benefits	\$	\$	\$	\$
Other Employee Benefits	\$	\$	\$	\$
SUBTOTAL - PERSONNEL SERVICES	\$ 133,184	\$	\$	\$ 133,184
Other Program Costs				
Client Food/Curriculum	\$6,500			\$6,500
Client Transportation	\$3,600			\$3,600
Other Direct Financial Assistance	\$16,074			\$16,074
Office Rent	\$3,500			\$3,500
Accounting				
Equipment				
Insurance				
Postage and Mailing				
Printing				
Telephone and Internet	\$900			\$900
Professional Services/Training	\$1,000			\$1,000
Federally Approved Indirect % or maximum of 10% Indirect if No Federally Approved Rate is Documented: 10%	\$16,851			\$16,851
Other: One time cost laptop, software, Etc.	\$1,750			\$1,750
Other: Program Evaluation and Data Tracking Support	\$3,750			\$3,750
SUBTOTAL –OTHER PROGRAM COSTS	\$ 53,925	\$	\$	\$ 53,925
TOTAL PROJECT COST	\$187,109			\$187,109

Attachment B1: Project Budget – Services – Youth Alliance Avenida, Category 3 Homeless Youth

Project Line Item	Amount by Fund Source:			Total Project
	Requested HEAP Funding	Other	Other	
PERSONNEL SERVICES				
Salaries (Full- & Part-Time)	\$	\$	\$	\$
Program Director @0.025 FTE	\$ 4,250	\$	\$	\$ 4,250
Case manager/ Navigator @ 0.30 FTE	\$ 34,200	\$	\$	\$ 34,200
Therapist (for individual or group counseling support for clients@ 0.10 FTE)	\$ 14,000	\$	\$	\$ 14,000
Benefits @ 28%	\$ 14,686	\$	\$	\$ 14,686
Fringe Benefits	\$	\$	\$	\$
SUBTOTAL - PERSONNEL SERVICES	\$ 67,136	\$	\$	\$ 67,136
Other Program Costs				
Rental Assistance				
Utility Assistance				
Move In Costs				
Client Food/Curriculum	\$4,013			\$4,013
Client Transportation	\$1,000			\$1,000
Other Direct Financial Assistance	\$8,000			\$8,000
Client Transportation				
Landlord Mitigation Costs				
Office Rent	\$2,000			\$2,000
Accounting				
Equipment				
Postage and Mailing				
Printing				
Telephone and Internet	\$900			\$900
Professional Services/Training	\$1,000			\$1,000
Federally Approved Indirect % or maximum of 10% Indirect if No Federally Approved Rate is Documented: 10%	\$8,505			\$8,505
Other: Program Evaluation and Data Support	\$1,000			\$1,000
SUBTOTAL –OTHER PROGRAM COSTS	\$ 26,418	\$	\$	\$ 26,418
TOTAL PROJECT COST	\$93,554			\$93,554

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.



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: 10/22/2019

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

Approve contract with Community Solutions for Services Related to Commercially, Sexually Exploited Children (CSEC) and Independent Living Plan (ILP) Programs for the period of October 1, 2019 through June 30, 2020, in the amount not to exceed \$194,276.00.
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 program services on behalf of the County:

CSEC Steering Committee Meetings
CSEC Case Management
CSEC Crisis Intervention
ILP Case Management
ILP Life Classes
Youth Conference
Youth Drop in Center

The contract term is October 1, 2019 to June 30, 2020. The contract is funded from the State CSEC and ILP allocations.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285

CURRENT FY COST:

\$194,276

STAFF RECOMMENDATION:

Approve and Authorize the Chair to Sign a Contract with Community Solutions for Services Related to Commercially, Sexually Exploited Children (CSEC) and Independent Living Plan (ILP) Programs in the not to Exceed Amount of \$194,276 for the term of October 1, 2019 to June 30, 2020.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Community Solutions	9/25/2019	Standard Contract

C O N T R A C T

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 October 1, 2019, and end on June 30, 2020, unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

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

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: 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: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: ERIN O'BRIEN

Title: CEO / Executive Director

Date: _____

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: 

Date: 9-25-19

ATTACHMENT A

Scope of Services

CONTRACTOR agrees to provide the following Commercially Sexually Exploited Children (CSEC) services on behalf of COUNTY to youth who have been identified by COUNTY or any other community agency as being at risk of being commercially sexually exploited. CONTRACTOR also agrees to provide Independent Living Program (ILP) services to youth (ages 16 to 21) who have been deemed eligible and referred by San Benito County Health & Human Services CPS or San Benito County Probation.

CONTRACTOR agrees to provide the following services:

I. CSEC Steering Committee Meetings:

Contractor will schedule, run and host quarterly CSEC Steering Committee meetings. The Steering Committee's role will be to ensure oversight of the projects, update and operationalize the Tri-County CSEC MOU for working with sexually exploited youth, and ensure a collaborative multidisciplinary team approach to providing coordinated case management, service planning, and services to identified youth. The Steering Committee members will also identify further training on promising practices and tools for working with at-risk or sexually exploited youth for County staff and community partners to participate in to enhance identification and response to human trafficking.

II. CSEC Case Management:

CONTRACTOR will provide case management services to at-risk youth and youth who have been confirmed as CSEC. CONTRACTOR will be available 24 hours, seven days per week to provide services outlined in this agreement. Case management includes working with youth to establish goals, creating plans to achieve goals, providing services or referral to services to meet needs identified in assessments, monitoring progress toward achievement of the goals, safety planning, peer counseling, linkages to resources, life skills support, and accompaniment to court hearings, interviews, and medical appointments and closing cases when goals have been achieved. 60% of the youth who receive crisis intervention will meet with an advocate three or more times following the initial crisis intervention. The advocate will provide support through peer counseling, development of goals, safety planning, and linkage to resources.

III. CSEC Crisis Intervention:

CONTRACTOR will provide 24 hour crisis intervention. CONTRACTOR will respond in-person or by telephone to offer immediate, short-term help to youth

who are experiencing an event that produces emotional, mental, physical, and/or behavioral distress. During this time, 70% of the youth that meet with an advocate will engage in a one hour peer counseling session. During this meeting the advocate will provide peer counseling, verbal safety planning, discuss the youth's feelings and concerns, and provide any necessary resources. Crisis intervention includes providing services to meet the youth's basic needs such as food, clothing and hygiene and grooming items. It is expected that 100% of CSEC clients requesting help with basic needs will received it.

CONTRACTOR shall initiate an Immediate Crisis MDT if appropriate to address the immediate safety concerns of the youth pursuant to the Tri-County CSEC MOU.

IV. ILP Services:

CONTRACTOR will provide Independent Living Program services to eligible youth ages 16 to 21 years who have been referred by San Benito County Health & Human Services CPS or San Benito County Probation. The services are based on the youth's individual needs and goals as described in their Transitional Independent Living Plan (TILP). Services are designed to assist youth to achieve self-sufficiency prior to and after exiting the foster care system. ILP youth will receive a stipend for attending and completing classes.

Services available to help young people prepare for adulthood include:

- Independent life skill classes
- Daily living skills
- Education resources
- Assistance with applications for student aid
- Help in getting a job
- Housing resources
- Money management
- Decision making
- Building self-esteem
- Support and advocacy

CONTRACTOR will ensure that 80% of the youth referred by San Benito County Health & Human Services CPS or San Benito County Probation will complete a TILP goal plan.

V. Youth Conference

CONTRACTOR will host a youth conference for youth ages 14 to 21 years old which will focus on building youth leadership and healthy pro-social skills. The conference shall be available to all San Benito County youth with a focus on reaching current and former foster youth, probation youth, and homeless youth.

Youth will help to provide input and conference planning. CONTRACTOR will ensure that 60% of the youth who attended the youth conference will learn at least one positive way they can become more involved in their community.

VI. Youth Drop In Center:

CONTRACTOR in partnership with the San Benito County Behavioral Health will establish a youth drop-in center which will be housed at the Esperanza Center. The drop-in center will be dedicated to supporting youth 14 to 21 and shall be available to all San Benito County youth with a focus on reaching current and former foster youth, probation youth, and homeless youth.

- a. The drop-in center will be open Monday through Thursday from 3:00 PM to 7:00 PM.
- b. The drop-in center will provide the following services and/or classes:
 - Life Skills Groups that will cover topics such as: money management; career development; employment resources; educational resources; education planning for college or vocational schools; navigating housing; and medical and mental health resources.
 - Healthy Relationships workshops that will cover topics such as: exploring the connection between violence and oppression; examining the dynamics of power and control in relationships; exploring how to identify and respond to bullying behavior; and defining relationship violence and identifying unhealthy warning signs that exist; exploring strategies to ending unhealthy relationships; defining sexual harassment; learning skills for assertive communication; learning skills and strategies to safely intervene in negative situations; and discussions on creating and maintaining healthy relationships.
- c. Two case managers and a youth peer support worker will be on site each day to provide support and guidance to youth.
- d. 35% of the youth who attended the youth drop in center will return more than once to the drop in center.
- e. 25% of the youth who participate in the youth drop in center will attend at least one of the informational groups (life skills, healthy relationships) offered by at the drop in center.

VII. Staffing:

CONTRACTOR will provide 3.5 staff ^{EES 453} FTEs consisting of one fulltime case manager, two part-time (25%) case managers, and a part-time youth peer partner.

VIII. **Deliverables:**

Contractor will report quarterly:

July – Sept due on Oct 15th

Oct – Dec due on Jan 15th

Jan – March due on April 15th

April – June due on July 15th

Reports will include a brief narrative of the previous quarter's activities and the following data:

CSEC Crisis Intervention:

- Number of Youth and basic demographic information of the youth receiving crisis intervention services.
- During this time, 70% of the youth that meet with an advocate will engage in a one hour peer counseling session. During this meeting the advocate will provide peer counseling, verbal safety planning, discuss the youth's feelings and concerns, and provide any necessary resources.
- Crisis intervention includes providing services to meet the youth's basic needs such as food, clothing and hygiene and grooming items. It is expected that 100% of CSEC clients requesting help with basic needs will received it.

CSEC Case Management:

- Number of Youth and basic demographic information of the youth receiving case management services.
- 60% of the youth identified that met with an advocate during the crisis intervention phase, will meet with the advocate three times or more. The advocate will provide support through peer counseling, development of goals, safety planning, and linkage to resources.

ILP Services:

- Number of Youth and basic demographic information of the youth receiving case management services.
- 80% of the youth referred by San Benito County Health & Human Services CPS or San Benito County Probation will complete a TILP goal plan.

Youth Conference

- Number of Youth and basic demographic information who attended the conference

- 60% of the youth who attended the youth conference will learn at least one positive way they can become more involved in their community.

Youth Drop In Center:

- Number and basic demographic information of Youth who attended the youth drop in center
- 35% of the youth who attended the youth drop in center will return more than once to the drop in center.
- 25% of the youth who participate in the youth drop in center will attend at least one of the informational groups (life skills, healthy relationships) offered by at the drop in center.

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

☒ a total sum not to exceed \$ 194,276 (One hundred ninety four thousand two hundred seventy six 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)

- a) . Contractor will submit monthly invoices detailing actual expenditures per line item in accordance with the attached budget (Attachment B1).

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: E.Obrien@communitysolutions.org

Telephone No.: (408)846-4776

Fax No.: _____

END OF ATTACHMENT B

Community Solutions CSEC/ILP Budget FY2019-2020

Personnel

Program Manager	\$	12,000	Program Manager will oversee the Hub program, Coordinate the Youth Conference, Facilitate the CSEC meetings and protocol implementations
\$6,667 per/mo x 9mos x 20% = \$12,000			
Case Manager	\$	35,084	Staff will be responsible for overseeing Hub program, providing case management and ILP services to youth, and running life skills programs
\$3,898 per/mo x 100% x 9mos = \$35,084			
Case Manager, Bilingual	\$	8,771	Staff will be responsible for overseeing Hub program, providing support to youth and providing prevention groups on healthy relationships
\$3,898 per/mo x 25% x 9 mos = \$8,771			
Case Manager, Bilingual	\$	8,771	Staff will be responsible for overseeing Hub program, providing support to youth and providing prevention groups on healthy coping skills
\$3,898 per/mo x 25% x 9 mos = \$8,771			
Youth Peer Partner, PT (18 hrs)	\$	16,395	Youth Peer partner will assist in overseeing Hub program, act as a greeter for youth, and assist in creating a welcoming space for youth
\$1,821.69 per/mo x 100% x 9mos = \$16,395			
Subtotal Personnel	\$	81,021	
Benefits @ 28%	\$	22,685.88	
Payroll Tax @ 8.25%	\$	6,684.23	
Total Personnel	\$	110,391	

Agency Operating Costs

Professional Services & Fees	766	Cost of legal, auditing, payroll, recruiting and other related services
Telephone	2,318	Cost of phone, internet, and cell phones
Postage & Shipping	87	Cost of postage and other related costs
Facilities Maintenance	2,781	Cost of facility maintenance
Rent	5,790	Cost of renting business/service delivery space and office space
General Insurance	373	Cost of general liability and other business insurance
Utilities	327	Cost of utilities including water, gas and electricity
Rental/Maintenance of Equipment	604	Cost for lease and service of copiers, fax machines, printers and other office equipment
Printing & Publications	1,000	Cost of printing of handouts, posters, evaluations, other materials
Mileage Reimbursement	1,500	Cost of reimbursing employees for the use of personal vehicles
MIS	1,930	Cost of Computer operations
Miscellaneous	266	Cost for miscellaneous items including property tax and other
Subtotal Agency Operating	\$	17,742

ILP, CSEC, and Drop In Center Operating Costs

Program Supplies	\$	11,715	Costs for programmatic supplies for project
ILP Youth Incentives	\$	5,000	Costs for youth incentives specific for ILP youth for attending programs and other needs
			Youth will earn \$25 in a target gift card for their participation. (specific for ILP Youth only)
Youth Leader Stipends	\$	10,000	Provide funding incentives for youth to act as greeters, attend groups, and participate in different activities. Youth will earn \$25 in a target gift card for their participation.
Youth Conference	\$	5,000	Costs for youth conference refreshments, supplies & speakers, etc.
Printing	\$	5,000	Printing costs for advertisement of space
Training for CSEC	\$	10,000	Training for Child Welfare and other CSEC team members
Subtotal Program Operating	\$	46,715	

Rent for youth drop in center will provided in-kind by Behavioral Health Department

Indirect Costs @ 10% \$ 19,428 based on \$194,276

Grant Total \$ 194,276

ILP Funding 18,848 estimate from FY 18/19 allocation
CSEC Funding 175,428 estimate from FY 18/19 allocation
Total Funding \$194,276

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:

- ☒ Access, distribute, share, and retain confidential data only as authorized and only as needed to conduct Agency business as required to perform my contract scope of services.
- ☒ Store under secure conditions all confidential data that I retain and ensure its confidential and timely destruction when no longer needed to fulfill the services under my contract.
- ☒ Respect the confidentiality and privacy of individuals whose data I access.
- ☒ Protect confidential information located at my place of business.
- ☒ Report immediately to the County any and all apparent and suspected security breaches of County confidential information.

I Certify that I agree NOT to:

- ☒ Discuss verbally or distribute in electronic or printed formats any confidential data except as authorized and as needed to perform my contract scope of services.
- ☒ Make unauthorized copies of confidential data.
- ☒ Engage in any activity that would compromise the security or confidentiality of data held in County records.

I certify that I have read, understand and initialed the confidentiality statement printed above and agree to comply with them.

Community Solutions

CONTRACTOR NAME

SIGNATURE

Date

ATTACHMENT D

ATTACHMENT E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM

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

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

VENDOR ASSURANCE OF COMPLIANCE WITH
THE SAN BENITO COUNTY
HEALTH & HUMAN SERVICES AGENCY

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT Community Solutions

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

9-19-19

Date

9015 Murray Ave Suite 100 Gilroy CA 95020

Address of vendor/recipient



Director's Signature

(08/13/01)



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: 10/22/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Enrique Arreola

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON

Approve the re-appointments of Ms. Karen Para, Mr. Richard Perez, Sr and Mr. Jose Rodriguez to represent the Private Sector, a mandated board position, for a three year term, effective 10/8/2019 through 10/8/2022.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Workforce Development Board requests the re-appointment of Ms. Karen Para, Mr. Richard Perez, Sr and Mr. Jose Rodriguez, as a Private Sector representatives, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. The WDB approved Karen Para's appointment at their 10/8/2019 meeting.

These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the

agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/ training/seminar, etc.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Re Appointment of Ms. Karen Para, Mr. Richard Perez, Sr and Mr. Jose Rodriguez to represent the Private Sector, a mandated board position, for a three year term, effective 10/8/2019 through 10/8/2022.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
10.22.19 WDB AIT-Re-Appointment, Para, Perez, Rodriguez	10/10/2019	Cover Memo
Richard Perez	10/10/2019	Cover Memo
Jose Rodriguez - WDB Membership	10/10/2019	Cover Memo
Richard Perez - WDB Membership	10/10/2019	Cover Memo
Karen Para - WDB Membership	10/10/2019	Cover Memo
Jose Rodriguez	10/10/2019	Cover Memo

AGENDA ITEM TRANSMITTAL		Agenda Time Estimates: Minutes or <input checked="" type="checkbox"/> Consent		Leave Blank:	Date/Time Rec'd:
TO: Board of Supervisors FROM: James. A Rydingsword HHSA Director		CONTACT FOR INFORMATION: Name: Enrique Arreola Phone No: (831)637-9293		NUMBER OF CERTIFIED COPIES REQUIRED: 1	
MEETING DATE: 10/22/2019		(1) SUBJECT: Health & Human Services Agency: T. Belton-Approve Re APPOINTMENT TO THE WORKFORCE DEVELOPMENT BOARD (WDB) three-year term effective 10/8/2019 through 10/8/2022			
(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment): The Workforce Development Board requests the re-appointment of Ms. Karen Para, Mr. Richard Perez, Sr and Mr. Jose Rodriguez, as a Private Sector representatives, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. The WDB approved Karen Para's appointment at their 10/8/2019 meeting. These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/training/seminar, etc. OTHER AGENCY INVOLVEMENT: There are no other agencies involved in this request.					
(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: <input type="checkbox"/> Contract <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Other:		(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM: The BOS periodically approves WDB members			
(6) FUNDING SOURCE(S):		(7) CURRENT YEAR COST: \$ 0.00	(8) ANNUAL OR PROJECT COST: \$ 0.00	(9) BUDGETED: YES <input type="checkbox"/> NO <input type="checkbox"/>	
(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, STATE NUMBER: <div style="display: flex; justify-content: space-between; width: 100%;"> Permanent Limited Term </div>					
(11) RECOMMENDED ACTION(S): Re Appointment of Ms. Karen Para, Mr. Richard Perez, Sr and Mr. Jose Rodriguez a to represent the Private Sector, a mandated board position, for a three year term, effective 10/8/2019 through 10/8/2022.					
SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE			DATE		

CLERK'S USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	<input type="checkbox"/> ADOPTED	<input type="checkbox"/> CONTINUED TO _____
<input type="checkbox"/> ACKNOWLEDGED	<input type="checkbox"/> ACCEPTED	<input type="checkbox"/> RESOLUTION NO. _____	OTHER _____
<input type="checkbox"/> SET PUBLIC HEARING	<input type="checkbox"/> APPOINTED	<input type="checkbox"/> ORDINANCE NO. _____	NO ACTION TAKEN _____

BY: _____ Deputy Clerk of the Board	
DATE: _____	

COPY ROUTING: ORIGINATING DEPT. - AUDITOR - COUNTY COUNSEL

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

CONTACT PERSON: **Enrique Arreola**

NAME OF APPOINTEE:

Karen Para

Hollister, CA 95023

PHONE: **8319053970**

E-Mail: **karen@karenpara.com**

DATE APPOINTMENT EFFECTIVE: **10/8/2019**

TERM ENDING: **10/8/2022**

MANDATED PARTNER for the: **Private Sector**

PREVIOUS APPOINTMENTS: **Re Appointment to the WDB**

REQUIREMENTS:

If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: Clerk of the Board
481 Fourth Street
Hollister, CA 95023

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

CONTACT PERSON: **Enrique Arreola**

NAME OF APPOINTEE:

**Richard Perez, Sr
Hollister, CA 95023**

PHONE: **9313130661** E-Mail: **raperezsr@gmail.com**

DATE APPOINTMENT EFFECTIVE: **10/8/2019**

TERM ENDING: **10/8/2022**

MANDATED PARTNER for the: **Private Sector**

PREVIOUS APPOINTMENTS: **Re Appointment to the WDB**

REQUIREMENTS:

If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: Clerk of the Board
481 Fourth Street
Hollister, CA 95023

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

CONTACT PERSON: **Enrique Arreola**

NAME OF APPOINTEE:

Jose Rodriguez

Hollister, CA 95023

PHONE: **8315240382**

E-Mail: **jose.rodriguez2@veolia.com**

DATE APPOINTMENT EFFECTIVE: **10/8/2019**

TERM ENDING: **10/8/2022**

MANDATED PARTNER for the: **Private Sector**

PREVIOUS APPOINTMENTS: **Re Appointment to the WDB**

REQUIREMENTS:

If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: Clerk of the Board
481 Fourth Street
Hollister, CA 95023

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

CONTACT PERSON: **Enrique Arreola**

NAME OF APPOINTEE:

**Richard Perez
841 Brittany Cir
Hollister, CA 95023**

PHONE: **(931) 313-0661** E-Mail: **raperezsr@gmail.com**

DATE APPOINTMENT EFFECTIVE: **9/27/2016**

TERM ENDING: **9/27/2019**

MANDATED PARTNER for the: **Private Sector**

PREVIOUS APPOINTMENTS: **New** Appointment to the WDB

REQUIREMENTS:

If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: Louie Valdez
481 Fourth Street
Hollister, CA 95023

AGENDA ITEM TRANSMITTAL		Agenda Time Estimates: Minutes or <input checked="" type="checkbox"/> Consent		Leave Blank:	Date/Time Rec'd:
TO: Board of Supervisors FROM: James. A Rydingsword HHSA Director		CONTACT FOR INFORMATION: Name: Enrique Arreola Phone No: (831)637-9293		NUMBER OF CERTIFIED COPIES REQUIRED: 1	
MEETING DATE: 9/27/2016	(1) SUBJECT: New APPOINTMENT TO THE WORKFORCE DEVELOPMENT BOARD (WDB)				
<p>(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment):</p> <p>The Workforce Development Board requests the appointment of Mr. Richard Perez, as a Private representative, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. The WDB approved Mr. Perez's appointment at their 9/13/2016 meeting.</p> <p>These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/training/seminar, etc.</p> <p>OTHER AGENCY INVOLVEMENT:</p> <p>There are no other agencies involved in this request.</p>					
(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: <input type="checkbox"/> Contract <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Other:		(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM: The BOS periodically approves WDB members			
(6) FUNDING SOURCE(S):		(7) CURRENT YEAR COST: \$ 0.00	(8) ANNUAL OR PROJECT COST: \$ 0.00	(9) BUDGETED: YES <input type="checkbox"/> NO <input type="checkbox"/>	
(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, STATE NUMBER: <div style="text-align: right;">Permanent Limited Term</div>					
(11) RECOMMENDED ACTION(S): <p>It is recommended that the Board of Supervisors:</p> <p>New Appointment of Mr. Richard Perez to represent the Private Sector, a mandated board position, for a three year term, effective 9/27/2016 through 9/27/2019.</p>					
SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE			DATE		

CLERK'S USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	<input type="checkbox"/> ADOPTED	<input type="checkbox"/> CONTINUED TO _____
<input type="checkbox"/> ACKNOWLEDGED	<input type="checkbox"/> ACCEPTED	<input type="checkbox"/> RESOLUTION NO. _____	OTHER _____
<input type="checkbox"/> SET PUBLIC HEARING	<input type="checkbox"/> APPOINTED	<input type="checkbox"/> ORDINANCE NO. _____	NO ACTION TAKEN _____

BY: _____ Deputy Clerk of the Board	
DATE: _____	

COPY ROUTING: ORIGINATING DEPT. - AUDITOR - COUNTY COUNSEL

**San Benito County
Board and Commissions**

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee:
(PLEASE PRINT)

BOARD/COMMISSION: **WORKFORCE DEVELOPMENT BOARD (WDB)**

NAME: JOSE J. RODRIGUEZ
PHONE: 831-524-0382 email jose.Rodriguez2
HOME ADDRESS: 868 Powell ST @
CITY: HOLLISTER ZIP: 95023 ~~Vedlia~~
LENGTH OF RESIDENCY: 38 vedlia.com
SUPERVISOR DISTRICT: _____
OCCUPATION: ASSISTANT PROJECT MANAGER
EDUCATION: TRADE SCHOOL
AFFILIATIONS: VEOLIA WATER, CWGA
REASON(S) FOR SEEKING APPOINTMENT: INCREASE WORK FORCE
WITHIN SAN BENITO COUNTY
DATE: 9/1/2016 SIGNATURE: Jose J. Rodriguez

Return completed form to

San Benito County
Attention: Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000

-Or-

Community Services & Workforce Development
Attention: Enrique Arreola, Deputy Director
1111 San Felipe Road, Suite 108
Hollister, CA 95023
(831) 637-9293
(831) 637-0996 FAX

**San Benito County
Board and Commissions**

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee: (PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

NAME: RICHARD A. PEREZ SR

PHONE: 831-313-0661 E-MAIL: RPEREZ@DREAMVACATIONS.COM

BUSINESS ADDRESS: 841 BRITANNY CIR

CITY: HOLLISTER ZIP: 95023

LENGTH OF RESIDENCY: 13 YEARS

SUPERVISOR DISTRICT: 2080

OCCUPATION: SMALL BUSINESS OWNER

EDUCATION: 3YR COLLEGE

AFFILIATIONS: COMMUNITY FELLOWSHIP CENTER
REASON(S) FOR SEEKING APPOINTMENT:

DATE: 8/16/16 SIGNATURE: 

Return completed form to:

San Benito County
Attention: Louis Valdez,
Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000

and/or

Community Services & Workforce Development
Attn: Andi Anderson
1111 San Felipe Road, Ste 108
Hollister, CA 95023
(831) 637-9293
(831) 637-0996 FAX
Email to: aanderson@cosb.us

**San Benito County
Board and Commissions**

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee: (PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

NAME: KAREN PARA

PHONE: 831-905-3790 E-MAIL: karen@karenpara.com

BUSINESS ADDRESS: 800 San Benito Street Suite #C

CITY: Hollister ZIP: 95023

LENGTH OF RESIDENCY: 27 years

OCCUPATION: Real Estate Broker - INTERO

EDUCATION: College Real Estate Services

AFFILIATIONS: SBCAOR, CAR, NAR, CNC, CDPE
INTERO - Member Chamber of Commerce

REASON(S) FOR SEEKING APPOINTMENT:

James Rydingsword informed me about the position and has sent an application. There is a need for a Public Sector Representative.

DATE: 8/23/2016 SIGNATURE: Karen Para

Return completed form to:

San Benito County
Attention: Louis Valdez,
Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000

and/or

Community Services & Workforce Development
Attn: Andi Anderson
1111 San Felipe Road, Ste 108
Hollister, CA 95023
(831) 637-9293
(831) 637-0996 FAX
Email to: aanderson@cosb.us

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

CONTACT PERSON: **Enrique Arreola**

NAME OF APPOINTEE:

**Jose Rodriguez
868 Powell St
Hollister, CA 95023**

PHONE: **(831)524-0382** E-Mail: **jose.rodriquez2@veolia.com**

DATE APPOINTMENT EFFECTIVE: **9/27/2016**

TERM ENDING: **9/27/2019**

MANDATED PARTNER for the: **Private Sector**

PREVIOUS APPOINTMENTS: **New** Appointment to the WDB

REQUIREMENTS:

If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: Louie Valdez
481 Fourth Street
Hollister, CA 95023

AGENDA ITEM TRANSMITTAL		Agenda Time Estimates: Minutes or <input checked="" type="checkbox"/> Consent		Leave Blank:	Date/Time Rec'd:
TO: Board of Supervisors FROM: James. A Rydingsword HHSA Director		CONTACT FOR INFORMATION: Name: Enrique Arreola Phone No: (831)637-9293		NUMBER OF CERTIFIED COPIES REQUIRED: 1	
MEETING DATE: 9/27/2016	(1) SUBJECT: New APPOINTMENT TO THE WORKFORCE DEVELOPMENT BOARD (WDB)				
<p>(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment):</p> <p>The Workforce Development Board requests the appointment of Mr. Jose Rodriguez, as a Private representative, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. The WDB approved Mr. Rodriguez's appointment at their 9/13/2016 meeting.</p> <p>These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/training/seminar, etc.</p> <p>OTHER AGENCY INVOLVEMENT:</p> <p>There are no other agencies involved in this request.</p>					
(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: <input type="checkbox"/> Contract <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Other:		(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM: The BOS periodically approves WDB members			
(6) FUNDING SOURCE(S):		(7) CURRENT YEAR COST: \$ 0.00	(8) ANNUAL OR PROJECT COST: \$ 0.00	(9) BUDGETED: YES <input type="checkbox"/> NO <input type="checkbox"/>	
(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, STATE NUMBER: Permanent Limited Term					
(11) RECOMMENDED ACTION(S): It is recommended that the Board of Supervisors: New Appointment of Mr. Jose Rodriguez to represent the Private Sector, a mandated board position, for a three year term, effective 9/27/2016 through 9/27/2019.					
SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE			DATE		

CLERK'S USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	<input type="checkbox"/> ADOPTED	<input type="checkbox"/> CONTINUED TO _____
<input type="checkbox"/> ACKNOWLEDGED	<input type="checkbox"/> ACCEPTED	<input type="checkbox"/> RESOLUTION NO. _____	OTHER _____
<input type="checkbox"/> SET PUBLIC HEARING	<input type="checkbox"/> APPOINTED	<input type="checkbox"/> ORDINANCE NO. _____	NO ACTION TAKEN _____

BY: _____ Deputy Clerk of the Board	
DATE: _____	

COPY ROUTING: ORIGINATING DEPT. - AUDITOR - COUNTY COUNSEL



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 12.

MEETING DATE: 10/22/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Enrique Arreola

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON

Approve the appointment of Ms. Judi Johnson as the Representative for the District# 4 representative to the Community Action Board for a three-year term effective 10/22/19 through 10/22/2022.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Community Action Board requests the appointment of Ms. Judi Johnson as the District #4 Representative of the BOS. The CAB requests that the appointment be effective 10/22/19.

CAB's tripartite board reflects and promotes the unique anti-poverty leadership, action, and mobilization responsibilities assigned by law to community action agencies. CAB is responsible for assuring that it assesses and responds to the causes and conditions of poverty in their community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound.

As a tripartite boards, its membership consists of 1) One-third of tripartite board membership must be democratically elected representatives of low-income individuals and families who reside in neighborhoods being served; 2) One-third must be elected officials, holding office at their time of selection, or their representatives; and 3) The remaining board members must be chosen from "business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

New-Appointment of Ms. Judi Johnson as the Representative for the BOS for District# 4 to the CAB for a three-year term effective 10/22/19 through 10/22/2022.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
AIT Judi Johnson	10/11/2019	Cover Memo
Vacancy-Dist 4-BOS-Gutierrez	10/11/2019	Cover Memo

AGENDA ITEM TRANSMITTAL		Agenda Time Estimates: Minutes or <input checked="" type="checkbox"/> Consent		Leave Blank:	Date/Time Rec'd:
TO: Board of Supervisors FROM: TRACEY BELTON HHSA Interim Director		CONTACT FOR INFORMATION: Name: Enrique Arreola Phone No: (831)637-9293		NUMBER OF CERTIFIED COPIES REQUIRED: 1	
MEETING DATE: 10/22/19		(1) SUBJECT: Health & Human Services Agency: T. Belton-Approve-New APPOINTMENT TO THE COMMUNITY ACTION BOARD (CAB) three-year term effective 10/22/19 through 10/22/2022			
<p>(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment):</p> <p>The Community Action Board requests the appointment of Ms.. Judi Johnson as the District #4 Representative of the BOS. The CAB requests that the appointment be effective 10/22/19.</p> <p>CAB's tripartite board reflects and promotes the unique anti-poverty leadership, action, and mobilization responsibilities assigned by law to community action agencies. CAB is responsible for assuring that it assesses and responds to the causes and conditions of poverty in their community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound.</p> <p>As a tripartite boards, its membership consists of 1) One-third of tripartite board membership must be democratically elected representatives of low-income individuals and families who reside in neighborhoods being served; 2) One-third must be elected officials, holding office at their time of selection, or their representatives; and 3) The remaining board members must be chosen from "business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.</p> <p>OTHER AGENCY INVOLVEMENT:</p> <p>There are no other agencies involved in this request.</p>					
(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: <input type="checkbox"/> Contract <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other:		(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM: The BOS periodically approves CAB members			
(6) FUNDING SOURCE(S):		(7) CURRENT YEAR COST: \$ 0.00	(8) ANNUAL OR PROJECT COST: \$ 0.00	(9) BUDGETED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, STATE NUMBER: Permanent Limited Term					
(11) RECOMMENDED ACTION(S): New-Appointment of Ms.. Judi Johnson as the Representative for the BOS for District# 4 to the CAB for a three-year term effective 10/22/19 through 10/22/2022.					
SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE			DATE		

CLERK'S USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	<input type="checkbox"/> ADOPTED	<input type="checkbox"/> CONTINUED TO _____
<input type="checkbox"/> ACKNOWLEDGED	<input type="checkbox"/> ACCEPTED	<input type="checkbox"/> RESOLUTION NO. _____	OTHER _____
<input type="checkbox"/> SET PUBLIC HEARING	<input type="checkbox"/> APPOINTED	<input type="checkbox"/> ORDINANCE NO. _____	NO ACTION TAKEN _____

BY: _____ Deputy Clerk of the Board DATE:	
--	--

COPY ROUTING: ORIGINATING DEPT. - AUDITOR - COUNTY COUNSEL

Revised 277 9/26/2013

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Community Action Board (CAB)**

CONTACT PERSON: **Tracey Belton**

NAME OF APPOINTEE:

Judi Johnson

Hollister, CA 95023

PHONE: **(831)524-5738** E-Mail: **jj2x@att.net**

DATE APPOINTMENT EFFECTIVE: **10/22/19**

TERM ENDING: **10/22/2022**

SUPERVISOR DISTRICT: **#4, Representative of the BOS**

PREVIOUS APPOINTMENTS: **New-Appointment to the CAB**

REQUIREMENTS:

If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: Janet Slipsager
481 Fourth Street
Hollister, CA 95023

***San Benito County
Board and Commissions***

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee:
(PLEASE PRINT)

BOARD/COMMISSION: **Community Action Board (CAB)**

NAME: Judi H Johnson

PHONE: 831-524-5738

E:MAIL: jj2x@att.net

BUSINESS ADDRESS: 1291 Aspen Circle

CITY, ST: Hollister, CA

ZIP: 95023

LENGTH OF RESIDENCY: 20 years

SUPERVISOR DISTRICT: 4

OCCUPATION: RFetired (ultimate volunteer!)

EDUCATION: MPA - USF

AFFILIATIONS: Jovenes de Antaño (Board Member); 4-H; Methodist Church

REASON(S) FOR SEEKING APPOINTMENT:

Working with Seniors and 4-H youth provides the opportunity to view needs from a community perspective. I will bring a new voice to solutions needed in the area.

Will sign in person following appointment

DATE: 07-27-2019

SIGNATURE: _____

Return completed form to

San Benito County
Attention: Louie Valdez,
Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000
e-mail: lvaldez@cosb.us

Community Services & Workforce Development
1111 San Felipe Road, Ste 108
Hollister, CA 95023
(831) 637-9293
or
(831) 637-0996 FAX
e-mail: aanderson@cosb.us

COUNTY OF SAN BENITO, CA - NOTICE OF UNSCHEDULED VACANCY



NOTICE OF UNSCHEDULED VACANCIES
COMMUNITY ACTION BOARD COMMISSION
SUPERVISOR DISTRICT 4 – ONE (1) POSITION

In accordance with California Government Code Section 54974 (a), public notice is hereby given that Unscheduled Vacancies have occurred on the San Benito County Community Action Board Commission due to non-attendance, resignation, change in residency and/or expired terms of office.

Persons interested in participating should complete a Boards and Commissions Membership Form available at the County Administrative Office, Clerk of the Board or at the San Benito County Website at <http://cosb.us/wp-content/uploads/BDCOMAP.pdf>

Any questions regarding this board's activities/responsibilities may be directed in person to Janet Slibsager, Clerk of the Board of Supervisors, County of San Benito, 481 Fourth Street, Hollister, CA 95023, via telephone at (831)-636-4000, Extension 11, or via e-mail address is Jslibsager@cosb.us.

Pursuant to Government Code Section 54974 et. seq., public notice is required for unscheduled vacancies on boards, commissions or committees for ten (10) working days before the Board or Board Chairman fills the vacancy.

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

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: 10/22/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Enrique Arreola

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON

Approve the re-appointment of Ms. Ellen Laitinen as the District #1 Representative of the private sector to the Community Action Board to be effective October 22, 2019 to October 22, 2021.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Community Action Board requests the appointment of Ms. Ellen Laitinen as the District #1 Representative of the Private. The CAB requests that the appointment be effective 10/22/2019.

CAB's tripartite board reflects and promotes the unique anti-poverty leadership, action, and mobilization responsibilities assigned by law to community action agencies. CAB is responsible for assuring that it assesses and responds to the causes and conditions of poverty in their community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound.

As a tripartite boards, its membership consists of 1) One-third of tripartite board membership must be democratically elected representatives of low-income individuals and families who reside in neighborhoods being served; 2) One-third must be elected officials, holding office at their time of selection, or their representatives; and 3) The remaining board members must be chosen from "business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Re-Appointment of Ms. Ellen Laitinen as the Representative for the Private for District# 1 to the CAB for a three-year term effective 10/22/2019 through 10/22/2021.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
AIT Ellen Laitinen - Reappointment 10.22.19	10/11/2019	Cover Memo
CAB Appointments - Laitinen	10/11/2019	Cover Memo

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: Community Action Board (CAB)

CONTACT PERSON: Tracey Belton

NAME OF APPOINTEE:

Ellen Laitinen

Hollister, CA 95023

PHONE: **(408) 710-5278**

E-Mail: **ellenlaitinen@gmail.com**

DATE APPOINTMENT EFFECTIVE: **10/22/2019**

TERM ENDING: **10/22/2021**

SUPERVISOR DISTRICT: **#1, Representative of the Private**

PREVIOUS APPOINTMENTS: Re-Appointment to the CAB

REQUIREMENTS:

If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: Janet Slipsager
481 Fourth Street
Hollister, CA 95023

AGENDA ITEM TRANSMITTAL		Agenda Time Estimates: Minutes or <input checked="" type="checkbox"/> Consent		Leave Blank:	Date/Time Rec'd:
TO: Board of Supervisors FROM: TRACEY BELTON HHSA Interim Director		CONTACT FOR INFORMATION: Name: Enrique Arreola Phone No: (831)637-9293		NUMBER OF CERTIFIED COPIES REQUIRED: 1	
MEETING DATE: 10/22/2019		(1) SUBJECT: Health & Human Services Agency: T. Belton-Approve-Re APPOINTMENT TO THE COMMUNITY ACTION BOARD (CAB) three-year term effective 10/22/2019 through 10/22/2021			
(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment): The Community Action Board requests the appointment of Ms. Ellen Laitinen as the District #1 Representative of the Private. The CAB requests that the appointment be effective 10/22/2019. CAB's tripartite board reflects and promotes the unique anti-poverty leadership, action, and mobilization responsibilities assigned by law to community action agencies. CAB is responsible for assuring that it assesses and responds to the causes and conditions of poverty in their community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound. As a tripartite board, its membership consists of 1) One-third of tripartite board membership must be democratically elected representatives of low-income individuals and families who reside in neighborhoods being served; 2) One-third must be elected officials, holding office at their time of selection, or their representatives; and 3) The remaining board members must be chosen from "business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served." OTHER AGENCY INVOLVEMENT: There are no other agencies involved in this request.					
(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: <input type="checkbox"/> Contract <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other:		(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM: The BOS periodically approves CAB members			
(6) FUNDING SOURCE(S):		(7) CURRENT YEAR COST: \$ 0.00	(8) ANNUAL OR PROJECT COST: \$ 0.00	(9) BUDGETED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, STATE NUMBER: Permanent Limited Term					
(11) RECOMMENDED ACTION(S): Re-Appointment of Ms. Ellen Laitinen as the Representative for the Private for District# 1 to the CAB for a three-year term effective 10/22/2019 through 10/22/2021.					
SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE			DATE		

CLERK'S USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	<input type="checkbox"/> ADOPTED	<input type="checkbox"/> CONTINUED TO _____
<input type="checkbox"/> ACKNOWLEDGED	<input type="checkbox"/> ACCEPTED	<input type="checkbox"/> RESOLUTION NO. _____	OTHER _____
<input type="checkbox"/> SET PUBLIC HEARING	<input type="checkbox"/> APPOINTED	<input type="checkbox"/> ORDINANCE NO. _____	NO ACTION TAKEN _____

BY: _____ Deputy Clerk of the Board DATE: _____	
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COPY ROUTING: ORIGINATING DEPT. - AUDITOR - COUNTY COUNSEL

Revised: 9/26/2013

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: Community Action Board (CAB)

CONTACT PERSON: James A. Rydingsword

NAME OF APPOINTEE:

Ellen Laitinen

371 El Toro Dr

Hollister, CA 95023

PHONE: **(408) 710-2578**

E-Mail: **ellenL@gccsj.com**

DATE APPOINTMENT EFFECTIVE: **10/11/2016**

TERM ENDING: **10/11/2019**

SUPERVISOR DISTRICT: **#1, Private**

PREVIOUS APPOINTMENTS: **New Appointment to the CAB**

REQUIREMENTS:

If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: Louie Valdez
481 Fourth Street
Hollister, CA 95023

**San Benito County
Board and Commissions**

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee:
(PLEASE PRINT)

BOARD/COMMISSION: Community Action Board (CAB)

NAME: Ellen Laitinen

PHONE: 408.710.2578 (cell)

E:MAIL: EllenL@gccsj.com

~~BUSINESS~~ ADDRESS: 371 El Toro Dr

CITY, ST: Hollister

ZIP: 95023

LENGTH OF RESIDENCY: 5 years

SUPERVISOR DISTRICT:

PS. Jerry Muenzer #1 Margie Barrientos

OCCUPATION: Special Education Teacher

EDUCATION: BA. in Elementary Education/Endorsement in Special Ed.

AFFILIATIONS:

REASON(S) FOR SEEKING APPOINTMENT: Most importantly, I love Hollister/ San Benito County! I also have a passion to see people empowered so that our community can be characterized as a safe place where families can thrive and the "felt needs" of the community are met. As an ordained pastor as well as a special education teacher currently working in the public schools, I can also offer both a faith-based and educational perspective.

DATE: 7/8/16

SIGNATURE: Ellen Laitinen

Return completed form to

San Benito County

Attention: Louie Valdez,

Clerk of the Board

481 Fourth Street

Hollister, CA 95023

Any Questions, Please Call:

(831) 636-4000

e-mail: lvaldez@cosb.us

Community Services & Workforce Development

Attn: Andi Anderson

1111 San Felipe Road, Ste 108

Hollister, CA 95023

(831) 637-0435

or (831) 637-0996 FAX

e-mail: aanderson@cosb.us



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: 10/22/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Harry Mavrogenes

AGENDA ITEM PREPARER: Scott Lines

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY - H. MAVROGENES

Approve amendment #3 to the contract with Field Solutions Inc. for maintenance of the extraction well pumps at John Smith Landfill. The contract amendment will add additional compensation in the amount of \$10,504.00 for a total contract amount of \$92,204.00.

SBC FILE NUMBER: 105

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On May 6, 2014 the County entered into an initial contract with Field Solutions Inc. to provide maintenance and monitoring of the extraction well system at John Smith Landfill. Costs of the original contract and two subsequent amendments have totaled \$81,700 over the previous five-and-a-half years.

Field Solutions Inc. is proposing to remove the existing control panels for extraction well pumps EW-2 and EW-3 and replace them with new panels similar to the one that has been installed near the EW-5 wellhead. FSI will first expose the existing conduit at the two wellhead locations. Next, an aboveground steel rack will be installed near each wellhead and the conduit extended on to each

steel rack. The pump saver, motor starter, and time meter will be moved into the new panel enclosure installed near each well head along with an on/off switch. These components will be placed inside the enclosure in the same configuration as the well EW-5 panel. The on/off switch and pump controls will all be mounted on a steel rack.

Approving amendment #3 to the contract will allow Field Solutions Inc. to complete this unexpected maintenance of the extraction well pumps at John Smith Landfill. It is anticipated that the work will begin within three weeks of approval of this contract amendment and be completed within three days after it commences.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve amendment #3 to the contract with Field Solutions Inc. for maintenance of the extraction well pumps at John Smith Landfill. The contract amendment will add additional compensation in the amount of \$10,504.00 for a total contract amount of \$92,204.00.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
proposal	10/8/2019	Cover Memo
Contract Amendment	10/16/2019	Cover Memo



JUNE 4, 2019
PROPOSAL FS201319

MS. KATHLEEN GALLAGER
SAN BENITO COUNTY INTEGRATED WASTE MANAGEMENT
3220 SOUTHSIDE ROAD
HOLLISTER, CA 95023

**RE: GROUNDWATER EXTRACTION SYSTEM CONTROL PANEL
INSTALLATION, JOHN SMITH ROAD LANDFILL**

Dear Ms. Gallagher:

Field Solutions, Inc. (FSI) is pleased to submit this proposal to provide O&M services to replace the groundwater control panels for wells EW-2 and EW-3 at John Smith Road Landfill (Landfill) in Hollister, California for San Benito County Integrated Waste Management (SBCIWM). A scope of work is described below.

SCOPE OF WORK

FSI is proposing to remove the existing control panels for extraction well pumps EW-2 and EW-3 and replace them with new panels similar to the one that has been installed near the EW-5 wellhead. FSI will first expose the existing conduit at the two wellhead locations. Next, an aboveground steel rack will be installed near each wellhead and the conduit extended on to each steel rack. The pump saver, motor starter, and time meter will be moved into the new panel enclosure installed near each well head along with an on/off switch. These components will be placed inside the enclosure in the same configuration as the well EW-5 panel. The on/off switch and pump controls will all be mounted on a steel rack.

All circuits will be tested to ensure that the pumps are operating correctly. The pump savers will be re-calibrated.

SCHEDULE

FSI is prepared to initiate work on this project within three weeks after receiving your authorization to proceed. At this time, we anticipate that the field work can be completed in three days by a two-person FSI field team.

BUDGET

The cost estimate to perform the scope described in this proposal is \$10,504. FSI will complete the scope of work consistent with the attached Schedule of Charges and not exceed the estimate without prior authorization from SBCIWM. A detailed labor and materials estimate for this

work can be provided upon request. Please note that the cost estimate and schedule for the project were developed using the following assumptions:

- FSI will hand-dig around the existing control panels at each well head to avoid damaging any electrical conduits or water discharge lines.
- All construction debris will be disposed of at the Landfill by FSI.
- The EW-2 and EW-3 control panels will be similar to the panel installed at EW-5.
- San Benito County personnel or it's representatives will contact the landowner to keep cattle from that area during the three days of construction activities.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If the proposal is acceptable, please initiate the appropriate approvals. Please call if you have questions.

Sincerely,

FIELD SOLUTIONS, INC.



MARK ADLER
REMEDIATION SYSTEM OPERATOR



PATRICK LACEY, CIH
FIELD SERVICES MANAGER

Attachments: Schedule of Charges



SCHEDULE OF CHARGES

Personnel Charges

	<u>Rate Per Hour</u>
Project Manager	110 – 125
Senior Project Scientist/Industrial Hygienist	95 – 110
Staff Scientist	75 – 95
Remediation System Operator	85 – 100
Technician/ Project Assistant	60 – 85
Office Services	30 – 60

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

Direct Charges

Communications (Reproduction, Fax, Telephone, Computer)	3% of labor
Vehicle mileage	current IRS rate

OUTSIDE SERVICES

Charges for special outside services, equipment and facilities not furnished directly by Field Solutions, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to, the following services:

Subconsultants/Subcontractors	Transportation/rented vehicles
Meals and lodging	Special fees, permits, insurance, etc.
Shipping charges	Consumable materials
Printing and reproduction	Rented field equipment

RATE CHANGES

Schedule of Charges are subject to change with sufficient notice.

PAYMENT

Monthly invoices are to be paid within 30 days from the invoice date. Interest on late payments will be charged at the rate of 18% per annum.

AMENDMENT TO CONTRACT

3

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated May 6, 2014.

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: June 28, 2016 and June 26, 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 _____, 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 Service

Additional Task to original Scope:

- Replace groundwater control panels for wells EW-2 and EW-3 at a cost of \$10,504.00.

- ☐ 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:

(Please see Attachment B to this Amendment to Contract #3.)

The Payment Terms in Attachment B of Amendment to Contract #3 are in addition to the Payment Terms of the Original Contract, as modified by previous amendments.

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

New Payment Terms:

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

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

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

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

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

d. Other Terms. (Check one.)

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

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

3. Other Terms.

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

CONTRACTOR:

Field Solutions Inc.


By: Patrick Lacey / Field Services Manager

10-14-19
Date

COUNTY

San Benito County Board of Supervisors

By: Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: G. Michael Ziman, Deputy County Counsel

Date

ATTACHMENT B
Payment Schedule
(Amendment to Contract #3)

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 \$92,204.00 _____

to add additional compensation in an amount not to exceed \$10,504.00 to the Original Contract amount (as previously amended to date, \$81,700.00) for the continuation of services described in Attachment A to the Original Contract as modified by this and previous Amendments and pursuant to the special compensation terms specified in this Attachment B to Amendment to Contract #3.

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

EXHIBIT 1
TO AMENDMENT #__3__

ORIGINAL
CONTRACT

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

AMENDMENT TO CONTRACT

2

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated May 6, 2014.

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: June 28, 2016.

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2018, to a new expiration date of June 30, 2020.

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 Service

(Insert modified or new services.)

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), is hereby further amended to extend the routine operation, maintenance, and monitoring of the existing extraction system (five extraction wells identified as EW-1, EW-2, EW-3, EW-4 and EW-5) and the agricultural well at the John Smith Road Landfill (JSRL) described in Tasks 1) through 8) of Attachment

A, as previously modified in Amendment #1, scheduled to occur once every calendar quarter, for an additional two-year period. In addition, CONTRACTOR will coordinate with the COUNTY'S contract hydrogeologist to field adjust flows to meet overall system objectives during a routine quarterly field visit. CONTRACTOR will distribute system data collected during the quarterly visits by the end of each month that the activities are conducted.

All other provisions of Attachment A to the original contract, as previously amended (Exhibit 1), shall remain the same.

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

New Scope of Services:
(Insert new services.)

c. Payment Terms. (Check one.)

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

Modified or New Payment Terms:
(Insert modified or new payment terms.)

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract, as previously amended (Exhibit 1), is hereby further amended to add additional compensation in the amount of \$22,800.00 for services rendered pursuant to this amendment for a total contract value not to exceed \$81,700.00, as follows:

Original Contract:	\$26,900.00
First Amendment:	\$32,000.00
<u>Second Amendment:</u>	<u>\$22,800.00</u>
Total Not To Exceed:	\$81,700.00

Accordingly, Paragraph B-3, as previously amended, is hereby further amended to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$81,700.00_____

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.

Paragraph B-4 (Special Compensation) of Attachment B (Payment Schedule) and Attachment B-1 to the original contract, as previously amended (Exhibit 1), is hereby further amended to add the following:

Services will be provided on a time and materials basis, consistent with the following estimated costs:

**Groundwater Extraction System Operation
and Maintenance Cost Estimate
John Smith Road Landfill**

Task No.	Task Description	Estimated Cost
1 - 8	Quarterly System Field Service from July 2018 to June 2019 ¹	\$ 11,400
1 - 8	Quarterly System Field Service from July 2019 to June 2020 ¹	11,400

¹ This task includes four quarterly service visits during the referenced time period.

Attachment B-1 (Schedule of Charges) to the original contract is hereby amended to replace the Personnel Charges specified with the following rates:

- Project Manager (Lacey) \$115.00 per hour
- Senior Project Scientist/Industrial Hygienist (Adler) \$95.00 per hour
- Staff Scientist (Butera) \$95.00 per hour
- Remediation System Operator (Reynolds, Bonnington) \$85.00 per hour
- Technician/Project Assistant \$75.00 per hour
- Office Services \$60.00 per hour

All other provisions of Attachments B and B-1 to the original contract, as previously amended (Exhibit 1), shall remain the same.

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

New Payment Terms:

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

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

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

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

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

d. Other Terms. (Check one.)

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

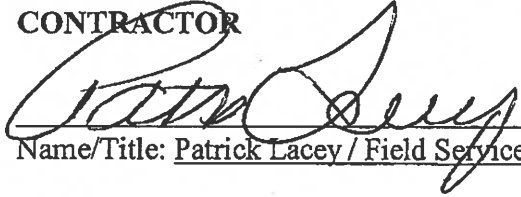
Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

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

CONTRACTOR


Name/Title: Patrick Lacey / Field Services Manager

6-20-18

Date

COUNTY

San Benito County Board of Supervisors

Anthony Botelho, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy, Deputy County Counsel

Date

EXHIBIT 1
TO AMENDMENT # 2

ORIGINAL
CONTRACT

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

AMENDMENT TO CONTRACT

1

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2014.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

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

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2016, to a new expiration date of June 30, 2018.

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.)

Attachment A (Scope of Services) to the original contract is amended to add the following:

During the term of this first amendment to the original contract (Exhibit 1), CONTRACTOR shall continue to provide routing operation, maintenance, and monitoring of the existing extraction system (five extraction wells) and the agricultural well at the John Smith Road Landfill. CONTRACTOR shall complete eight routine operation and maintenance

service visits. The service visits will be scheduled to occur once every calendar quarter and will include tasks 1 through 8.

This contract does not include labor and materials to complete any system repairs or equipment replacement, including any non-routine activities; well development; or well replacement activities. CONTRACTOR will notify the COUNTY when system repair, replacement (other than pump replacement work specified above), or modification is indicated.

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

New Scope of Services:
(Insert new services.)

c. Payment Terms. (Check one.)

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

Modified or New Payment Terms:
(Insert modified or new payment terms.)

Paragraph B-3 of Attachment B to the original contract is amended to increase the compensation by an additional \$32,000.00 for services rendered pursuant to this amendment for a total contract value not to exceed \$58,900.00.

Paragraph B-3 of Attachment B is hereby amended to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$58,900.00,
for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) in the amount of \$26,900.00, and this amendment #1 in the amount not to exceed \$32,000.00, and pursuant to any special compensation terms specified in Paragraph B-4.

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

New Payment Terms:

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☐ a total sum not to exceed \$ _____,
for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

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

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

d. **Other Terms. (Check one.)**

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

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

Paragraph 8 of the original contract is hereby amended to change the County's designated Contract Administrator as follows:

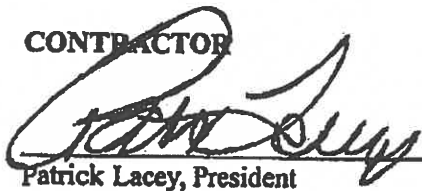
Contract Administrator for COUNTY:

Name: Mike Hodges
Title: IWM Staff Analyst
Address: 2301 Technology Parkway
Hollister, CA 95023
Telephone: 831.636.4110 x2160
Fax: 831.636.4176
Email: MHodges@cosb.us

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


Patrick Lacey, President

6-17-16

Date

COUNTY

San Benito County Board of Supervisors


Robert Rivas, Chair

6/28/16

Date

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


Shirley L. Murphy, Deputy County Counsel

6/27/16

Date

EXHIBIT 1
TO AMENDMENT # 1

ORIGINAL
CONTRACT

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

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Field Solutions, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 1, 2014, and end on June 30, 2016, unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in 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 G.

- (a) Comprehensive general liability insurance: \$1 million
- (b) Professional liability insurance: \$1 million
- (c) Comprehensive motor vehicle liability insurance: \$100,000/300,000

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: Mandy Rose

Title: Director, Integrated Waste Mgmt

Address: 3220 Southside Road

Hollister, California 95023

Telephone No.: (831) 636-4110

Fax No.: (831) 630-5164

Contract Administrator for CONTRACTOR:

Name: Patrick Lacey, CIH

Title: President

Address: 6280 San Ignacio, Suite P

San Jose, CA 95119-1363

Telephone No.: (408) 281-2322

Fax No.: (408) 281-2722

SIGNATURES

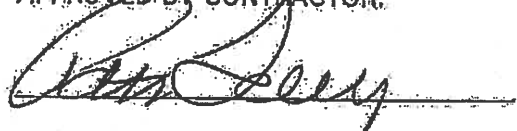
APPROVED BY COUNTY:


Name: Jerry Muenzer

Chair, San Benito County Board of Supervisors

Date: 5/6/14

APPROVED BY CONTRACTOR:


Name: Patrick Lacey

Title: President

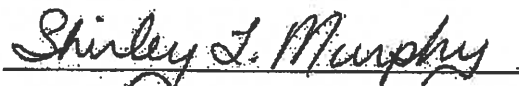
Tax I.D. or Social Security No.:

77-0509109

Date: 4-21-14

APPROVED AS TO LEGAL FORM:

San Benito County Counsel



By: Shirley L. Murphy, Deputy County Counsel

Date: April 24, 2014

ATTACHMENT A

Scope of Services

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE COMPLETE ROUTINE OPERATION, MAINTENANCE AND MONITORING OF THE EXISTING EXTRACTION WELL SYSTEM AT JOHN SMITH ROAD LANDFILL.

Contractor shall provide following services on a quarterly basis:

- 1) Record readings from the flow totalizers, hour meters, and pressure gauges at the well heads.
- 2) Check the condition of piping, control units, flow meters, and pump motors. Pump motor condition will be measured by recording the amperage at each well.
- 3) Record water levels in the extractions wells.
- 4) Distribute recorded system data through electronic mail to San Benito County-requested recipients
- 5) Adjust pumping cycles to optimize flow at the extraction points (as necessary based on review of the flow data).
- 6) Pull, inspect, clean and reinstall flow totalizers at each wellhead.
- 7) Check calibration of each Pump Saver control unit. Adjust restart delay timing of pumps to help control scaling of well pump and motor.
- 8) Record general observations (well head conditions, subsidence)

Contractor shall also be available for on-call for emergency maintenance as requested by the Integrated Waste Management Department.

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 \$ 26,900.00

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

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

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

The amounts payable shall be determined based upon the Schedule of Charges attached to this contract as Attachment B-1. Attachment B-1 is made a part of this contract.

END OF ATTACHMENT B.



SCHEDULE OF CHARGES

Personnel Charges

	<u>Rate Per Hour</u>
Project Manager	110 - 125
Senior Project Scientist/Industrial Hygienist	95 - 110
Staff Scientist	75 - 95
Remediation System Operator	65 - 90
Technician/ Project Assistant	50 - 75
Office Services	30 - 60

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

Direct Charges

Communications (Reproduction, Fax, Telephone, Computer)	3% of labor
Vehicle mileage	Current IRS Rate

OUTSIDE SERVICES

Charges for special outside services, equipment and facilities not furnished directly by Field Solutions, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to, the following services:

Subconsultants/Subcontractors	Transportation/rented vehicles
Meals and lodging	Special fees, permits, insurance, etc.
Shipping charges	Consumable materials
Printing and reproduction	Rented field equipment

RATE CHANGES

Schedule of Charges are subject to change with sufficient notice

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1854.

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



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: 10/22/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Harry Mavrogenes

AGENDA ITEM PREPARER: Harry Mavrogenes

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY – H. MAVROGENES

Approve a contract Amendment #1 with Felice Consulting Services in an amount not to exceed \$160,000.00 to provide Capital Program Management services between November 1, 2019 and June 30, 2020.

SBC FILE NUMBER: 105

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On August 26, 2019, the County entered into a contract with Felice Consulting Services to fill the Capital Program Manager vacancy on an interim-basis in the Resource Management Agency. The current contract in the amount of \$49,920.00 expires on October 31, 2019.

Despite the Resource Management Agency's best efforts to recruit and hire a new Capital Program Manager, those efforts to date have not been successful. Therefore, the Department is requesting approval to extend the existing contract with Felice Consulting Services until June 30, 2020 in an amount not to exceed \$160,000.00.

Mr. Felice has been doing an outstanding job keeping the County's capital projects moving forward to completion.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve a contract Amendment #1 with Felice Consulting Services in an amount not to exceed \$160,000 to provide Capital Program Management services between November 1, 2019 and June 30, 2020.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Contract Amendment	10/17/2019	Cover Memo
Proposal	10/17/2019	Cover Memo

AMENDMENT TO CONTRACT

1

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

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated August 26, 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 October 31, 2019, to a new expiration date of June 30, 2020.

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 Scope of Services:

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

New Scope of Services:

c. Payment Terms. (Check one.)

☐ The payment terms in the original contract (Exhibit 1) are not modified.

☒ [X] 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 Payment Terms:

☒ [X] The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

(Please see Attachment B to this Amendment to Contract #1.)

B-1. BILLING

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

☐ [] One month in arrears.

☐ [] Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.

☐ [] The basis specified in paragraph B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

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

☐ [] a total sum not to exceed _____,

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

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

☐ [] There are no additional terms of compensation.

☐ [] The following specific terms of compensation shall apply:

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:

Felice Consulting Services

By: Damon Felice, President

10/7/19

Date

COUNTY:

San Benito County Board of Supervisors

By: Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: G. Michael Ziman, Deputy County Counsel

October 8, 2019

Date

ATTACHMENT B
Payment Schedule
(Amendment to Contract #1)

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 \$ 209,920.00

to add additional compensation in an amount not to exceed \$160,000.00 to the Original Contract amount (\$49,920.00) for the continuation of services described in Attachment A to the Original Contract.

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.

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 Felice Consulting Services ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on August 26, 2019, and end on October 31, 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: \$1,000,000.00
- (b) Professional liability insurance: N/A
- (c) Comprehensive motor vehicle liability insurance: \$100,000.00/\$300,000.00

6. **Termination.**

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

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

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Harry Mavrogenes

Title: Director

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-637-5313

Fax No.: 831-637-5334

Contract Administrator for CONTRACTOR:

Name: Damon Felice

Title: Owner

Address: PO Box 1119

Hollister, CA 95023

Telephone No.: 831-856-7000

Fax No.: N/A

SIGNATURES

APPROVED BY COUNTY:

Name: Ray Espinosa

Title: CAO

Date: _____

APPROVED BY CONTRACTOR:

Name: DAMON FELICE

Title: PRESIDENT / OWNER

Date: 8/20/19

APPROVED AS TO LEGAL FORM:

San Benito County Counsel

By: Michael Ziman, Deputy County Counsel

Date: _____

ATTACHMENT A

Scope of Services

Upon approval of this contract, Contractor, for County's benefit shall provide the following services:

- Develops and implements division goals, objectives, policies and procedures;
- Coordinates preparation of County's 5-year Capital Improvement Program;
- Coordinates preparation of County's Facilities Master Plan;
- Plans, directs, coordinates, and supervises Division activities including the planning, design, construction, operation and maintenance of capital improvement projects and facilities;
- Coordinates the activities of the Division with those of other county departments and other public agencies;
- Prepares and monitors the Division budget and work plan;
- Develops, prepares and implements grants, project plans, budgets, schedules, and status reports;
- Assigns work and monitors work flow;
- Reviews and evaluates work products, methods, and procedures;
- Prepares or supervises the preparation of a variety of reports, correspondence, and special studies, including Requests for Proposals or Qualifications, bids, contract documents, and legal notices;
- Reviews bids, proposals, and change orders and makes recommendations;
- Administers construction projects, including work inspection, contract revisions, submittals, payments, schedules, budgets, and project closeouts;
- Participates in training;
- May supervise and coordinate the maintenance activities for county facilities;
- Responds to difficult citizen inquiries and complaints;
- Represents the division, department and County at a variety of meetings.

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 \$ 49,920.00

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

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

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

- A. Contractor shall be paid at the rate of \$130.00/hr. No additional service charges shall be made, or imposed, during the life of the Contract, nor will bills for charges, extra charges, modifications, or deviations be recognized or paid for except upon written order from the Contract Administrator, or his/her designee, in advance of any additional work.

END OF ATTACHMENT B.

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.



SAN BENITO COUNTY RESOURCE MANAGEMENT AGENCY			
TASK	DESCRIPTION	RATES	TOTAL
		Damon Felice Project Manager	
		\$130	
I.0	Capital Project Management (12 MONTH)		
	November 2019		\$20,000
	December 2019		\$20,000
	January 2020		\$20,000
	February 2020		\$20,000
	March 2020		\$20,000
	April 2020		\$20,000
	May 2020		\$20,000
	June 2020		\$20,000
	Felice Consulting Services		\$160,000
	Subtotal hours	TBD	0
	Subtotal amount		\$160,000
	Reimbursables (Lumpsum)		\$0
	TOTAL (for I.0 phase)		\$160,000
		FCS Subtotal	\$160,000
		Reimbursable	\$0
		TOTAL	\$160,000

SBC RMA PROPOSAL_101419
 RATE WILL REMAIN @ \$130 THRU DEC 2020
 NOT-TO-EXCEED AMOUNT @ 153 HOURS PER MONTH

HOLLISTER OFFICE MAILING ADDRESS • P.O. BOX 1119 • HOLLISTER, CA 95024
 831-856-7000

WWW.FELICE-CONSULTING.COM



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: 10/22/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: HARRY MAVROGENES, RMA DIRECTOR

AGENDA ITEM PREPARER: HARRY MAVROGENES, RMA DIRECTOR

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY – H. MAVROGENES

Adopt Resolution ratifying the County Administrator's Letting of contracts to remediate local emergency and confirming the County Administrator's authority to enter into emergency contracts pursuant to public contracts code 22050 without competitive bidding, finding that there is a need to continue such emergency action, finding that the repair work is statutorily exempt from the California Environmental Quality Act (CEQA). (4/5 vote required)

SBC FILE NUMBER:105

RESOLUTION NO: 2019-106

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On April 16, 2019, the Board of Supervisors approved an initial list of county roads to receive light maintenance (potholing), and direct staff to continue with procurement of contractor services to complete these road improvements projects in an amount of approximately \$980,000.00 this of roads can be modified or enlarged depending on funding availability.

During the course of preparing the construction contract documents, it was determined by staff that a Request For Proposal would be the best format due to the fact plans would need to be prepared as with an Invitation For Bid format. Samples of Request For Proposals from other agencies within the Central Coast Area were obtained for comparison. The Request For Proposal was based on project line item cost estimates for the approved projects listing, time and material basis within three work zone areas.

Proposals were due on June 16, 2019 at 2 PM and two proposals were received. Staff has identified Granite Rock Company as the responsive responsible proposal submitter, in the amount of \$395,000.00. Granite Rock Company has extensive and proven experience with this type of work for the County and has verified that the work can be completed in 35 working days.

On June 25, 2019, the Board of Supervisors accepted all proposals for the PWP-1903 Public Works Road Maintenance Potholes Repair, found Granite Rock Company as a responsive responsible proposal submitter, awarded the contract to Granite Rock Company in the amount of \$395,000.00 for Work Zones A , B, and C, approved the contract and authorized the RMA Director to execute the contract upon receipt of all contract documents required in the Request For Proposal, and authorize the RMA Director to issue change orders in an amount of not to exceed \$32,250.00. The \$32,250.00 contract contingency is not requested to be increased.

On September 4th, the administration ordered PCS, the contractor for Panoche Road to stop work, due to non-compliance with terms of their contract. The administration is asking for authorization to substitute Granite Rock to complete the project for an amount not to exceed \$250,000.00.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Adopt Resolution ratifying the County Administrator's Letting of contracts to remediate local emergency and confirming the County Administrator's authority to enter into emergency contracts pursuant to public contracts code 22050 without competitive bidding, finding that there is a need to continue such emergency action, finding that the repair work is statutorily exempt from the California Environmental Quality Act (CEQA). (4/5 vote required)

ADDITIONAL PERSONNEL: Yes

ATTACHMENTS:**Description**

Resolution 22050 10.22.2019

Upload Date

10/17/2019

Type

Cover Memo

RESOLUTION NO. 2019-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO (1) RATIFYING THE COUNTY ADMINISTRATOR'S LETTING OF CONTRACTS TO REMEDIATE LOCAL EMERGENCY; (2), CONFIRMING THE COUNTY ADMINISTRATOR'S AUTHORITY TO ENTER INTO EMERGENCY CONTRACTS PURSUANT TO PUBLIC CONTRACTS CODE 22050 WITHOUT COMPETITIVE BIDDING, (3) FINDING THAT THERE IS A NEED TO CONTINUE SUCH EMERGENCY ACTION, PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE; AND (4) FINDING THAT THE REPAIR WORK IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CEQA GUIDELINE SECTION 15269(c) FOR EMERGENCY PROJECTS (4/5 vote required)

WHEREAS, beginning with the storm of January 2017, the road system of San Benito County experienced severe degradation that caused many road segments to fail.

WHEREAS, on January 17, 2017, the Board of Supervisors confirmed the Deputy Director's Proclamation of a local emergency; and,

WHEREAS, on January 23, 2017, the Governor of the State of California declared a State of Emergency for several counties within the State of California, including the County of San Benito; and,

WHEREAS, the storm and subsequent damage have continued to create hazardous conditions for the citizens of San Benito County; and,

WHEREAS, the work to repair the roads is beyond the capacity of the county work crews to keep up with the repairs, and

WHEREAS, Section 5.09.010 of the San Benito County Code provides that except as otherwise directed by law or the Board of Supervisors, competitive bidding is not required for emergency purchases required "in order to avoid a hazard to life or property..."; and,

WHEREAS, Section 5.09.015 of the San Benito County Code states, "Emergency purchases may be made by the Purchasing Agent or Assistant Purchasing Agent when a generally unexpected occurrence or unforeseen circumstances require an immediate purchase of material, supplies or equipment: (1) In order to avoid a hazard to life or property. . . or (4) In order to avoid economic loss to the county;" and,

WHEREAS, 5.09.015 of the San Benito County Code further states that "Emergency purchases shall be submitted to the Board of Supervisors for ratification at its next meeting; and,

WHEREAS, the Director of Emergency Services under San Benito County Code Chapter 11.01 is additionally authorized "to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the county for the fair value

thereof ... "; and,

WHEREAS, Public Contract Code Section 1102 defines an emergency as "a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services"; and,

WHEREAS, Public Contract Code Section 22050(a)(1) states, "In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts"; and,

WHEREAS, Public Contract Code Section 22050(b)(1) further provides that "The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, . . . or other nonelected agency officer, the authority to order any action pursuant to [Section 22050(a)(1)]"; and,

WHEREAS, Public Contracts Code Section 22050(b)(3) provides that if such action is taken, "that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency"; and,

WHEREAS, Public Contract Code Section 22050(c)(2) further provides that "If a person with authority delegated pursuant [Section 22050(b)(1)] orders any action . . . the governing body shall initially review the emergency action... at its next regularly scheduled meeting . . . and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action; and,

WHEREAS, pursuant to Public Contract Code Section 22050(c)(3), the Board of Supervisors shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and,

WHEREAS, by unanimously adopting Ordinance 853 on April 27, 2010, the Board of Supervisors delegated to the County Administrative Officer the authority to make emergency purchases when generally unexpected occurrence or unforeseen circumstances require an immediate purchase of material, supplies or equipment in order to avoid a hazard to life or property; and,

WHEREAS, the initial contractor for the Panoche Road repairs has completed its original contract, and the administration desires to substitute Granit Rock to complete the project for an amount not to exceed \$250,000.00; and,

WHEREAS, because this emergency procurement exceeds \$50,000 and pursuant to Government Code 22050, the County Administrative Officer has presented this Resolution to the Board of Supervisors at its next available regular meeting; and,

WHEREAS, the County Administrative Officer hereby reports to the Board of Supervisors that, for the reasons set forth herein, and on the public record, that there was substantial evidence

that the road conditions on many county roads that posed a clear and imminent danger to the residents using the roads and the general public, requiring immediate action to prevent or mitigate the loss or impairment of life, health, or property; and,

WHEREAS, the County Administrative Officer also hereby reports to the Board of Supervisors that, for the reasons set forth herein, and on the public record, that there was substantial evidence that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that emergency contracts were necessary to respond to the emergency; and,

WHEREAS, the Board of Supervisors has reviewed the County Administrative Officer's emergency action and concurs with the County Administrative Officer's findings and determinations; and,

WHEREAS, the Board of Supervisors accepts the report of the County Administrative Officer and finds that (1) there is a need to continue the action, (2) that the current state of emergency will not permit a delay resulting from a competitive solicitation for bids, and (3) the action taken by the County Administrative Officer as recited herein, was necessary to respond to the emergency.

NOW THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO DOES HEREBY RESOLVE AS FOLLOWS:

1. The condition of the county roads constitutes an "emergency" under Public Contract Code Section 1102 and 22050 and Board of Supervisors hereby ratifies the County Administrative Officer's determination in this regard and the actions taken to remediate the emergency; and,

2. The County Administrative Officer's decision to waive the competitive bidding requirements pursuant to Public Contract Code Section 22050 is hereby ratified.

3. Until formally revoked, the Board expressly declares its delegation, and reaffirms its prior delegation, to the County Administrative Officer the authority to order action pursuant to paragraph (I) of subdivision (a) of California Public Contracts Code section 22050;

4. Pursuant to Public Contract Code Section 22050(c)(3), by a four-fifths vote, the Board of Supervisors finds that there is currently a need to continue the emergency action originally authorized by the County Administrative Officer, but that the emergency action will no longer be necessary and that the state of emergency will no longer exist upon the completion of the emergency work;

5. Emergency action taken under this Resolution, and its predecessors, shall terminate no later than December 24, 2019, unless there is further specific action of the Board of Supervisors.

6. The action from the contracts and purchase order referenced herein is exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code, §§ 21000, et seq. and Title 14 of the California Code of Regulations, §§ 15000 et seq. ("State CEQA Guidelines")), pursuant to 14 Cal. Code of Regs. § 15269 as an

emergency project, and Resource Management Agency staff is hereby directed to file a Notice of Exemption with the San Benito County Clerk's Office.

7. Pursuant to the authority delegated under San Benito County Code, (1) on or about August I, 2019, the County Administrative Officer let two contracts, one to Granite Construction Company in the amounts of not to exceed \$395,000 to emergency road repairs; (2) on or about August I, 2019, the County Administrative Officer entered into a contract with PCS Construction in an amount not to exceed \$356,000 for emergency road repair.

8. The initial contractor for the Panoche Road repairs completed its original contract, and the administration desires to substitute Granite Rock to complete the project for an amount not to exceed \$250,000.00, and will issue a change order to Granite's existing contract to do so.

DULY PASSED AND ADOPTED this 22nd day of October, 2019 by the Board of Supervisors of the County of San Benito, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

MARK MEDINA, Chair
San Benito County Board of Supervisors

ATTEST:
Janet Slipsager
Clerk of the Board

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

By: _____

Barbara Thompson
County Counsel



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 17.

MEETING DATE: 10/22/2019

DEPARTMENT: SHERIFF'S DEPARTMENT

DEPT HEAD/DIRECTOR: Darren Thompson, Sheriff-Coroner

AGENDA ITEM PREPARER: Kellie Kennedy

SBC DEPT FILE NUMBER: 110

SUBJECT:

SHERIFF'S OFFICE - D. THOMPSON

Approve Participation Agreement between the California State Sheriffs' Association and County to participate in the statewide Victim Information Notification Everyday (VINE) program to provide free of charge victim notification services; and authorize the Sheriff to sign the agreement.

SBC FILE NUMBER: 110

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

In 2010, the California State Sheriffs' Association (CSSA) received funding from the State of California for the sole purpose of maintaining a statewide victim notification system. Subsequently CSSA entered into a Master Service Agreement with Appriss Inc., a free (to the user) and anonymous telephone/email service that provides victims of crime and/or requesting individuals two important features: information and notification regarding in-custody offenders. VINE monitors the custody status of offenders in the jail and reports the release of these inmates to the users who have requested notification. As a requirement of this grant, CSSA must obtain an agreement between themselves and participating counties evidencing the mutual goal of providing maximum

available assistance for crime victims in California.

The County approved the original Memorandum of Understanding (MOU) in June of 2010. Staff is requesting the Board approve and authorize the Sheriff to enter into an updated Participation Agreement with CSSA.

Financial Consideration

There is no cost to County for participating in the VINE program. CSSA administers the Master Contract with Appriss, which includes payment and reimbursement of expenses.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

n/a

CURRENT FY COST:

n/a

STAFF RECOMMENDATION:

- 1). Approve the VINE Participation Agreement between California State Sheriffs' Association and County of San Benito; and
- 2). Authorize Sheriff Thompson to sign

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
VINE Participation Agreement	10/3/2019	Contract
Master Agreement	10/1/2019	Service Agreement
Original MOU	10/1/2019	MOU



**VINE PARTICIPATION AGREEMENT BETWEEN
CALIFORNIA STATE SHERIFFS' ASSOCIATION AND
COUNTY OF SAN BENITO**

This Participation Agreement ("Agreement") is hereby made and entered into by and between California State Sheriffs' Association, a California non-profit organization ("CSSA"), and the County of San Benito, a public entity ("County").

RECITALS

- A. CSSA and County intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in California. Both agencies believe that implementation of the Victim Information Notification Everyday application ("VINE"), as described herein, will further this goal.
- B. The State of California has granted funds to the CSSA for the purpose of maintaining a statewide system victim notification program. The CSSA has entered into a Master Service Agreement ("Master Contract") with Appriss, Inc. ("Appriss") the developer and operator of the Victim Information Notification Everyday application ("VINE") which provides automated notification to crime victims, next of kin, and witnesses.
- C. County desires to participate in VINE and in CSSA's Master Contract through this Agreement and the incorporation of the Master Contract herein. County and CSSA further intend for this Agreement to revoke and supersede any prior agreements between the parties in relation to VINE.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. The foregoing recitals are incorporated into this Agreement by this reference.
- 2. CSSA OBLIGATIONS:

County hereby delegates and assigns to CSSA and CSSA accepts the responsibility for the following tasks:

- A. Establish a master service agreement with Appriss for ongoing operation and maintenance of VINE.

- B. Administer the Master Contract. Such duties shall include payment or reimbursement of expenses as outlined in the Master Contract, the grant budget, and the preparation of necessary reports and budgets.
- C. Oversee ongoing operational support for VINE.
- D. Moderate contractual issues between the County and Appriss.
- E. Work with both Appriss and the County to quickly resolve any equipment or data transfer problems.
- F. CSSA's obligations under this Agreement are expressly conditioned upon CSSA's receipt of grant funding for operation and maintenance of VINE which is a condition precedent. In the event CSSA does not receive grant funding or to the extent CSSA receives less grant funding than anticipated, CSSA is excused from any performance herein.

3. COUNTY OBLIGATIONS.

CSSA hereby delegates and assigns to County and County accepts the responsibility for the following tasks:

- A. Provide required personnel resources, equipment, and space needed for safe and secure implementation and operation of equipment and program necessary to operate VINE.
- B. Provide CSSA and Appriss personnel access to its offices, equipment, and personnel at reasonable times for the installation, maintenance, or replacement or equipment and/or training of personnel necessary to operate VINE.
- C. Provide CSSA and Appriss personnel information necessary to maintain system interface for VINE.
- D. Cooperate with Appriss personnel to troubleshoot and resolve any equipment or data transmission problems.
- E. Cooperate with Appriss in determining data transfer schedules.
- F. If the office does not currently have a computerized system, Appriss will provide the equipment.
- G. Agree that any workstation provided by Appriss as part of an interface in association with this service or for the collection of data elements is restricted to the implementation of the VINE system. Any misuse of hardware deployed to County's site will invalidate County warranty. In these situations, County will be responsible for any repair costs.
- H. Agree to be bound by all terms, conditions, and obligations imposed upon CSSA in the Vine Master Service Agreement ("Master Contract") which Master Contract is

incorporated herein by this reference.

- I. County understands and agrees that all of CSSA's obligations under this Agreement are conditioned upon CSSA's receipt of grant funding, the receipt of which is a condition precedent to CSSA's obligations. CSSA will not be required to expend any funds or time to the extent it has not received funding to do so.

4. EFFECTIVE DATE.

This Agreement shall become effective upon signature of both parties and shall remain in effect for the term of the contract with Appriss or superseded by a subsequent agreement.

5. CONFIDENTIALITY.

- A. CSSA acknowledges that any database or system information created by any county jail or other county criminal justice agency are owned by the respective County and provided to CSSA for use in VINE. This information includes confidential data of the County, and CSSA shall maintain all such confidential information with at least the same level of care that CSSA uses to protect its own confidential information. County authorizes CSSA, and its authorized agents, to use such information for the purpose of data collection, reporting, and program evaluations.
- B. CSSA will not disclose, provide to, or permit any person to obtain any such confidential information in any form, except employees of CSSA, employees of Appriss, or those who have agreed to be subject to the same restrictions as set forth herein.
- C. CSSA will retain documentation pertaining to this agreement for 7 years from the Effective Date of this Agreement. Both parties will cooperate in any audit or compliance review by state, county or federal authorities;

6. KEY PERSONNEL.

County will assign a team for the continued operation of VINE ("**Team**"). The County will designate a primary contact person within the Team. The Team will work with Appriss and CSSA to implement and maintain VINE.

7. MUTUAL INDEMNIFICATION.

CSSA and County each agree to defend, indemnify and hold the other harmless from and against any and all expenses, losses, liabilities, damages, costs and demands whatsoever, together with reasonable attorneys' fees and expenses brought against the other, its officials, officers, agents and employees arising out of the performance of the indemnifying party, its employees, and/or authorized subcontractors of the work undertaken pursuant to this Agreement.

8. GENERAL TERMS

- A. Liability. Personnel employed by CSSA or Appriss remain the employees of those entities for all purposes including the provision of liability insurance, worker's compensation coverage and indemnification, while such personnel are installing, maintaining, repairing, replacing, or otherwise working with equipment at the offices of any other part to this agreement.
- B. Modification. Modifications of this document within the scope of this instrument shall be made by mutual consent of the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Agreement may be modified as necessary from time to time to comply with changes in State or Federal law and policy, CSSA policy or the County policy.
- C. Confidentiality between parties. CSSA and the County understand that all information disclosed by either party is confidential and agree not to disclose any information obtained from either party unless obtaining expressed written approval by the disclosing party. Further, each party knows that the use or disclosure of this information for purposes other than as intended for this Project is strictly prohibited.
- D. Internal rules and protections for confidentiality. Each party has internal rules and procedures regarding protection of confidential information and their respective employees have been instructed in these procedures. Each party also maintains a system for monitoring compliance with their respective confidentiality policy and employees who violate such confidentiality policy may be subject to discipline.
- E. Removal of Equipment. The terms for the removal/transfer of any equipment provided for under this agreement shall be conveyed in writing and shall comply with any applicable state and federal regulations.
- F. Termination. This Agreement may be terminated by either party, without cause, upon 6 weeks written notice. If served upon CSSA, notice shall be served upon the Executive Director. If served upon the County, notice shall be served upon the person holding the office of Sheriff at the time of the service. Any expenses incurred by the County prior to termination will not be subject to reimbursement.
- G. Contractual Rights. The parties agree that all terms and obligations under this Agreement, except for indemnity, are subject to the availability of grant funds from CSSA and that the unavailability of these funds shall automatically terminate this Agreement and render it void without the liability of either party.

H. Principal Contacts:

CSSA	County
Director: M. Carmen Green, Executive Director	Sheriff: Darren Thompson
Phone: 916.375.8000	Phone: 831.636.4080
Fax: 916.375.8017	Fax: 831.636.1416
Email: cgreen@calsheriffs.org	Email: dthompson@sbcsheriff.org

- I. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement.
- J. Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties.

WHEREAS, CSSA and the County agree to the terms and conditions set forth in this memorandum and enter into this agreement pursuant to and in recognition of provisions of applicable federal and state laws, IN WITNESS THEREOF, this 22nd day of October, 2019 the parties hereto have set their names and seals by their duly authorized Officers who certify that they are authorized to bind their respective organizations, by CSSA and County.

CSSA

COUNTY

M. Carmen Green Date
Executive Director

Darren Thompson Date
Sheriff

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Shirley L. Murphy 10/3/19

DEPUTY COUNTY COUNSEL DATE



keeping communities safe and informed

VINE® Master Service Agreement

Agreement No. 56081400101

Date: January 10, 2015

BETWEEN:

Appriss Inc.

10401 Linn Station Road, Suite 200

Louisville, KY 40223-3842

CUSTOMER:

California State Sheriff's Association

1231 I Street, Suite 200

Sacramento, CA 95814

This VINE Master Service Agreement ("Master Agreement") is hereby made and entered into by and between California State Sheriffs' Association, a California non-profit organization ("CSSA" or "Customer") and Appriss Inc. (the "Service Provider" or "Appriss").

- A. Due to the recent shift of offenders' incarceration from state prisons to county jails there is an increased need for a system to allow victims, next-of-kin, and witnesses to register.
- B. Service Provider is the owner and developer of the Victim Information Notification Everyday application ("VINE"), which provides automated notification to crime victims, next of kin, and witnesses.
- C. In 2010, the California Department of Correction and Rehabilitation ("CDCR") received grant funding to create a statewide system where CDCR's system would interoperate with County notification systems. The goal of a statewide California VINE system was created and there is now a seamless wrap around service for victims, next-of-kin and witnesses throughout the offenders incarceration period wherever that offender serves his/her time at county jail or state prison.
- D. Although, the CSSA received initial grant funding to implement the VINE program within 53 of 58 counties there was no foreseeable funding source for the counties to sustain the program. Without sustainable funding for VINE, it is both physically and cost prohibitive to provide an effective notification program to crime victims.
- E. Customer and Service Provider desire to enter into this Agreement to centralize access to and payment for VINE by county jails who choose to participate in this Agreement by contract with Customer ("County Jails").

NOW THEREFORE, CUSTOMER AND SERVICE PROVIDER AGREE AS FOLLOWS:

VINE® Master Service Agreement

I. Service Provider hereby agrees to provide and Customer hereby agrees to purchase from the Service Provider victim notification services through VINE® and the Services more specifically described hereinafter (the "Services").

The Services will be provided to: Customer and the County Jails.

II. Description of Services. Subject to the conditions and limitations contained herein, the Service Provider shall:

A. Provide Customer and the County Jails a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer's and County Jails internal purposes only. Service Provider shall be responsible for all development associated with VINE and with the processing of the notification signal and the actual notification attempts once the notification signal has been transmitted.

The Customer and the County Jails at each site will assist the Service Provider in coordinating initial work required by the existing vendors or in-house resources. Where applicable, costs of postage and stationary are excluded.

B. Maintain VINE infrastructure for sharing criminal justice information and provide automated notification to crime victims, next of kin, and witnesses.

C. Dedicate a special telephone number for the Customer's and County Jails' use of the VINE Service Center.

D. Provide live operator assistance to victims requiring aid in obtaining information and process incoming and outgoing victim calls.

1. Victim notification calls only occur after the Customer manually enters the required data into the Customer's automated system which creates a file with the required data that is transmitted to the VINE Data Center.
2. Upon receipt of the required data, the notification processes are performed.
3. After the initial start-up period, the Customer and County Jails at each site are responsible for making modifications to their individual automated systems for booking of criminals ("Booking System") and will manage their internal resources and/or system vendor to modify or provide the required programming to provide the Service Provider with the data required.

The Customer shall bear all costs associated with these changes or modifications to their existing automated system after the initial connection. The Service Provider acts only in the capacity of consultant to assist in this work.

E. Provide support services on a 24 hour a day, 7-days a week basis through its Customer First Center (the "CFC").

VINE® Master Service Agreement

F. Provide web based report tools which will track detailed statistics about the performance of VINE, including the following:

1. Inbound and Outbound call counts
2. Web hits
3. Victim Registrations
4. Notification Results
5. Live Operator Assistance Calls
6. Average Calls to Successful Notification
7. Amount of Data Processed Per Month

G. Cooperate with CSSA in compilation of data and preparation of any and all project reports required in support of CSSA's acquisition and maintenance of funding for VINE.

III. Supplies and Materials. The Service Provider shall make available certain materials and supplies to the Customer and the County Jails for use in introducing VINE to the community. Appriss will provide support materials in agreed upon quantities for all VINE services one time per contract year as part of the recurring operational fees. At the Customer's expense, support materials in excess of agreed upon quantities may be purchased from the Service Provider at Service Provider's published pricing.

IV. Training and Support. The Service Provider will also complete the following activities:

- o Identify training methodology to meet the mutual needs of the Customer and County Jails taking into consideration the business environment, technical environment and Service Provider solutions.
- o Create and execute training plan.
- o Complete technical knowledge transfer to appropriate staff.
- o Ensure complete and successful knowledge transfer of the solutions and components specific to CSSA and agencies staff for system administration tasks.

V. Fees and Commissions. Prior to this Agreement being valid, and service to begin:

A. The Service Provider must receive a purchase order from the Funding Source (as defined in Appendix A hereto) to cover the Recurring Operation Fees.

B. The Customer billing contact information and Funding Source contact information must be provided on Appendix A (attached).

Recurring Operational Fees. These fees cover:

- a) The annual cost of operating and supporting the VINE Service
- b) Hardware and proprietary software (the "VINE Software") used to power VINE
- c) All incoming and outgoing calls
- d) 24 hour monitoring of the service
- e) The cost of transmitting all data

VINE® Master Service Agreement

The Recurring Operational Fees for the VINE Service will be \$1,550,000.00 per year.

Appriss and CSSA acknowledge that the acceptance of this agreement is contingent upon the availability of funds from the CalOES grant. Once funding is received by CSSA all invoices as of July 1, 2014 will be processed.

Invoices not paid within 30 days of the date of invoice subject to a finance charge of 1% per month.

VI. Performance of Additional Services. The parties agree that should the Service Provider choose to perform, at the Customer's or County Jails' request, any services not covered by this Agreement, the Customer or County Jails requesting such service shall compensate the Service Provider for its direct labor, parts and subcontracted work at the Standard Rate of \$100.00/hour. The Party requesting such service, whether Customer or County Jails, shall be solely responsible to compensate Service Provider for any additional work requested. Customer shall not be obligated to pay for any additional work requested by a County Jail unless Customer expressly agrees to such responsibility in writing.

VII. Booking System Interface Changes. All work done by Appriss Inc., related to a County Jail changing its Booking System from their existing VINE supported Booking System to a new VINE supported Booking System including, but not limited to, interface installation, setup, configuration, testing and documentation is considered standard maintenance and covered under this service agreement. A VINE supported Booking System is one for which an interface already exists.

Booking systems not yet supported by VINE, i.e., without an existing interface, are not considered standard maintenance and are subject to the hourly contract rate for performance of additional services as noted in section VI above. Third-party costs (booking system vendors, agency IT staff, etc.) associated with any booking system changes are not covered under this agreement and will be the responsibility of the agency.

VIII. Warranty. The Service Provider represents and warrants qualified personnel shall perform the Services in a competent and professional manner. If the VINE Software does not substantially conform to the VINE Software specification, the Service Provider's sole obligation under this warranty is to remedy such defect, provided that the VINE Software has not been modified by anyone other than the Service Provider. These express limited warranties are in place of all other warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose and all such other warranties are expressly disclaimed and excluded by the Service Provider.

IX. Ownership of Intellectual Property; Licenses. The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the "Intellectual Property") in connection with the Services. Nothing herein shall grant the Customer or County Jails a license to the source code of the VINE Software.

VINE® Master Service Agreement

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in data supplied by the Customer or County Jails to the Service Provider in connection with this Agreement. Appriss will use the data in connection with the VINE Service while offenders are within the VINE Service window (which begins the moment the offender is in custody and ends within a number of days after the offender leaves custody as predetermined by the Customer, except that for court records, the service window ends 30 days after the final dispensation of the case) for victim notification and may use current and historical data in applications for law enforcement, government, risk management, security, or fraud detection purposes.

X. Intellectual Property Indemnification. The Service Provider hereby agrees to indemnify, hold harmless and defend the Customer, its affiliates, County Jails, subsidiaries, officers, directors, employees, independent contractors and agents from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "liabilities") asserted by any third party against the Customer or County Jails to the extent such liabilities result from the infringement by the VINE Software of any third party's trade secrets, trademarks, copyrights, or patents issued as of the date of this Agreement; provided that the Customer (i) promptly notifies the Service Provider of any third party claim subject to indemnification hereunder, (ii) gives the Service Provider the right to control and direct the preparation, defense and settlement of any such claim and (iii) gives full cooperation to the Service Provider for the defense of same.

The foregoing provisions shall not apply to any infringement arising out of: (i) use of the VINE Software other than in accordance with applicable documentation or instructions supplied by the Service Provider or for other than the Customer's internal purposes; (ii) any alteration, modification or revision of the software not expressly authorized in writing by the Service Provider; or (iii) the combination of the software with materials not supplied by the Service Provider.

In case any of the software or any portion thereof is held, in any such suit to constitute infringement, the Service Provider may within a reasonable time, at its option, either (i) secure for the Customer and County Jails the right to continue the use of such infringing item; or (ii) replace, at the Service Provider's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing.

XI. Confidentiality. The Service Provider shall not disclose or remarket to any person, firm or entity any Confidential Information without the Customer's express, prior written permission; provided, however, that notwithstanding the foregoing, the Service Provider may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order.

"Confidential Information" means all documents, reports, data, records, forms and other materials obtained by the Service Provider from the Customer or County Jails in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the

VINE® Master Service Agreement

Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

Notwithstanding the foregoing, Confidential Information does not include information which: (i) is already known to the Service Provider at the time of disclosure by the Customer; (ii) is or becomes publicly known through no wrongful act of the Service Provider; (iii) is independently developed by the Service Provider without benefit of the Customer's Confidential Information; or (iv) is received by the Service Provider from a third party without restriction and without a breach of an obligation of confidentiality.

XII. Liability Limit. Except for the "Intellectual Property Indemnification" under Paragraph X, the Service Provider's total liability to the Customer shall be limited to direct damages in an amount not to exceed the total amount paid by the Customer for the Services during the 12 months immediately preceding the loss. The foregoing remedy is the Customer's sole and exclusive remedy. The Service Provider shall not be liable to the Customer for any special, incidental, or consequential damages even if the Service Provider has knowledge of the possibility of such loss or damage. The Service Provider will not be responsible for failure to provide software or Services if due to any cause or condition beyond the Service Provider's control.

XIII. Insurance.

A. **Minimum Scope and Limits of Insurance.** Service Provider shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by Customer:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
3. Workers' compensation insurance as required by the State of California. Service Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the Customer, the County Jails, officers, agents, employees, and volunteers arising from work performed by Service Provider for the Customer or

VINE® Master Service Agreement

the County Jails and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Service Provider shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

B. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

1. Additional insureds: "The CSSA and the County Jails, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Service Provider pursuant to its contract with the CSSA; products and completed operations of the Service Provider; premises owned, occupied or used by the Service Provider; automobiles owned, leased, hired, or borrowed by the Service Provider."

2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to Customer."

3. Other insurance: "The Service Provider's insurance coverage shall be primary insurance as respects the Customer, the County Jails, their officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Customer or County Jails shall be excess and not contributing with the insurance provided by this policy."

C. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Customer, the County Jails, their officers, officials, agents, employees, and volunteers.

D. The Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Customer. No policy of insurance issued as to which the Customer is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

F. Certificates of Insurance. Service Provider shall provide to Customer certificates of insurance showing the insurance coverages and required endorsements described above, in a

VINE® Master Service Agreement

form and content approved by Customer, prior to performing any services under this Agreement.

G. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Service Provider may be held responsible for payments of damages to persons or property.

XIV. Force Majeure. The Service Provider shall not bear any liability or responsibility whatsoever to any other party for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, tornadoes, the elements, acts of God or the public enemy, restrictions, limitations or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts, inability to obtain necessary materials, goods, services, utilities or labor, or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of the Service Provider, and any such failure or delay due to said causes or any of them.

XV. Entire Agreement; Inconsistent Terms. This Agreement and all exhibits, appendices, and schedules attached hereto are the complete and exclusive statement of the agreement between the Customer and the Service Provider, and supersede any and all other agreements, oral or written, between the parties.

This Agreement may not be modified except by written instrument signed by the Customer and by an authorized representative of the Service Provider. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Service Provider.

XVI. Term and Termination. This Agreement shall commence on July 1, 2014 and continue in effect for twenty-four (24) months.

This Agreement shall automatically renew, after the initial term, for a twenty-four (24) month period unless either party provides to the other party written notice of the intent to cancel thirty (30) days prior to the renewal date.

Any changes in pricing for this Agreement will be mutually negotiated between the Service Provider and the Customer prior to contract renewal.

Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within thirty (30) days of written notice of such breach. In the event of any expiration or termination, Customer shall cease any further use of the Intellectual Property and the software.

XVII. Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except

VINE® Master Service Agreement

among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

XVIII. Assignment. This Agreement shall bind and inure to the benefit of the Service Provider's successors and assigns. The Customer may not assign its rights, duties, or obligations under this Agreement without prior written consent of the Service Provider.

XIX. Jurisdiction and Choice of Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of the State of California.

Service Provider and Customer hereby consent to the jurisdiction of any competent court of record of the State of California with respect to any actions arising from this Agreement. No action may be brought by either party against the other later than one (1) year after the cause of action has accrued.

XX. Customer's Project Manager. For the purposes of this project, the following contact will be used as the Customer's project management contact. All project responsibilities that belong to the Customer will be coordinated and managed by this contact. The Customer appoints the project manager to be Carmen Green, who can be reached at telephone number 916-375-8000, or via email at cgreen@calsheriffs.org.

Signature Page follows

VINE® Master Service Agreement

APPRISS INC. BY:


Signature

1/26/2015
Date

Thomas R. Seigle
Name

Executive Vice President
Title

Customer Acceptance of Proposal: The above prices, proposal, provisions and conditions are satisfactory and are hereby accepted. Service Provider is authorized to do the work as specified. Payment will be made as described on the terms outlined in this Service Agreement.

CUSTOMER BY:


Signature

1.27.15
Date

Carmen Green
Name

Chief Operations Officer
Title

APPRISS INC.
SERVICE AGREEMENT - APPENDIX A

Customer: California State Sheriff's Association
Billing Address: 1231 I Street, Suite 200
Sacramento CA 95814
City State Zip
Finance Contact: Denise Quenell Finance + Operations Officer
Name Title
Telephone: 916.375.8000 Fax: 916.375.8017
E-mail: dquenell@calsheniffs.org

Funding Source: CALOES
Billing Address: 3650 Schriener Avenue
Mather CA 95655
City State Zip
Finance Contact: same as above
Name Title
Telephone: _____ Fax: _____
Date funds to be received from Funding Source: hbd

Mail payments to:
APPRISS INC.
10401 LINN STATION RD
SUITE 200
LOUISVILLE, KY 40223-3842

Questions and correspondence related to billings and/or payments may be directed to:

Katrina Green
Controller
Appriss Inc.
10401 Linn Station Road, Suite 200
Louisville, KY 40223-3842
800-816-0491, ext. 3839
502-815-0301 fax
kgreen@appriss.com

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **03/15/14** at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. **(15)7172-34-50**

of the **CHUBB INDEMNITY INSURANCE COMPANY**
(NAME OF INSURANCE COMPANY)

Issued to **APPRISS, INC.**

Endorsement No.


Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 1.00 % of total California premium.

Schedule

Person or Organization

Job Description

California State Sheriffs' Association

1231 I Street, Suite 200

Sacramento, CA 95814

WC 99 03 04 (Ed. 7-08)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2015

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

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

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Chubb Indemnity Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20281 12777
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35896107 CIN	03/15/2014	03/15/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73561223	03/15/2014	03/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		79873260	03/15/2014	03/15/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	71723450	03/15/2014	03/15/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Information & Network Technology		35896107 CIN	03/15/2014	03/15/2015	Per Claim Limit 4,000,000 Aggregate 4,000,000 Deductible 50,000

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

The CSSA and its Participating Agencies, officers, officials, agents, employees, and volunteers are additional insureds with respects to: liability arising out of activities performed by or on behalf of the Service Provider pursuant to its contract with the CSAA, products and completed operations of the Service Provider; premises owned, occupied or used by the Service Provider; automobiles owned, leased, hired, or borrowed by the Service Provider. Service Providers coverage is primary. Waiver or subrogation for work comp. 30 Days Notice Applies; 14 Days Notice for non-payment of premium

CERTIFICATE HOLDER**CANCELLATION**

California State Sheriffs' Association

1231 I Street Suite 200

Sacramento CA 95814

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 (2010/05)

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DS#5067850

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MEMORANDUM OF UNDERSTANDING BETWEEN CALIFORNIA STATE SHERIFFS' ASSOCIATION AND COUNTY

This Memorandum of Understanding (MOU) is hereby made and entered into by and between **California State Sheriffs' Association**, hereinafter referred to as **CSSA**, and **County**.

This MOU stands as evidence that **CSSA** and **County** intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in California. Both agencies believe that implementation of the Victim Information Notification Everyday application, as describe herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

WHEREAS, further **CSSA** and the **County** agree to the following roles and responsibilities:

CSSA acknowledges that any database or system information created by any county jail or other county criminal justice agency are owned by the respective County and provided to **CSSA** for use in this Project. This information includes confidential data of the County, and **CSSA** shall maintain all such confidential information with at least the same level of care that **CSSA** uses to protect its own confidential information.

CSSA shall not disclose, provide to, or permit any person to obtain any such confidential information in any form, except employees of **CSSA**, employees of Appriss, or those who have agreed to be subject to the same restrictions as set forth herein.

This agreement enables **CSSA** and other above mentioned parties to use such information for the purpose of data collection, reporting, and program evaluations.

WHEREAS, **CSSA** will retain records of documentation pertaining to this agreement for seven (7) years from the date of this agreement. Both parties will cooperate in any audit or compliance review by state, county or federal authorities;

WHEREAS, the **County** will assign a Team for the continued operation of the Victim Information Notification Everyday Project. The **County** will designate a primary contact person within the Team. The Team will work with Appriss and the Project Manager to implement the project;

CSSA SHALL:

1. Establish a contract with Appriss.
2. Administer the grant program. Such duties shall include: the financial oversight of the grant program; the payment or reimbursement of expenses as outlined in the grant budget; and the preparation of all necessary reports and budgets.
3. Oversee ongoing operational support.
4. Moderate contractual issues between the County and Appriss.
5. Work with both Appriss and the County to quickly resolve any equipment or data transfer problems.

THE COUNTY SHALL:

1. Provide required personnel resources, equipment, and space needed for safe and secure implementation and operation of equipment and program.
2. Provide CSSA and Appriss personnel access to its offices, equipment, and personnel at reasonable times for the installation, maintenance, or replacement or equipment and/or training of personnel necessary to operate the system.
3. Provide CSSA and Appriss personnel information necessary to maintain system interface.
4. Cooperate with Appriss personnel to troubleshoot and resolve any equipment or data transmission problems.
5. Cooperate with Appriss in determining data transfer schedules.
6. If the office does not currently have a computerized system, Appriss will provide the equipment.
7. Agree that any workstation provided by Appriss as part of an interface in association with this service or for the collection of data elements is restricted to the implementation of the Victim Information Notification Everyday system. Any misuse of hardware deployed to County's site will invalidate County warranty. In these situations, County will be responsible for any repair costs.

THE FOLLOWING GENERAL PROVISIONS ARE MUTUALLY UNDERSTOOD AND AGREED TO BETWEEN THE PARTIES:

Liability:

Personnel employed by CSSA or Appriss remain the employees of those entities for all purposes including the provision of liability insurance, worker's compensation coverage and indemnification, while such personnel are installing, maintaining, repairing, replacing, or otherwise working with equipment at the offices of any other part to this agreement.

Modification:

Modifications of this document within the scope of this instrument shall be made by mutual consent of the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The MOU may be modified as necessary from time to

time to comply with changes in State or Federal law and policy, CSSA policy or the County policy.

Confidentiality between parties:

CSSA and the County understand that all information disclosed by either party is confidential and agree not to disclose any information obtained from either party unless obtaining expressed written approval by the disclosing party. Further, each party knows that the use or disclosure of this information for purposes other than as intended for this initiative is strictly prohibited.

Internal rules and protections for confidentiality:

Each party has internal rules and procedures regarding protection of confidential information and their respective employees have been instructed in these procedures. Each party also maintains a system for monitoring compliance with their respective confidentiality policy and employees who violate such confidentiality policy maybe subject to discipline.

Removal of Equipment:

The terms for the removal/transfer of any equipment provided for under this agreement shall be conveyed in writing and shall comply with any applicable state and federal regulations.

Termination:

Any party desiring to terminate this Agreement shall serve the other party with written notice, which shall be effective, unless withdrawn, six (6) weeks from the date of such service. Such time will be necessary to contact registered victims. Prior to such notification and effective date, each party shall use every reasonable effort to resolve the causes stated for termination. If served upon CSSA, notice shall be served upon the Executive Director. If served upon the County, notice shall be served upon the person holding the office of Sheriff at the time of the service. Any expenses incurred by the County prior to termination will not be subject to reimbursement.

Dispute Resolution:

Any dispute arising under this MOU shall be submitted to CSSA for final resolution.

Contractual Rights:

The parties agree that this Memorandum of Understanding shall be binding upon the parties. The parties agree that this project is subject to the availability of grant funds from CSSA and that the unavailability of these funds shall automatically terminate this agreement and render it void without the liability of either party.

Principal Contacts:

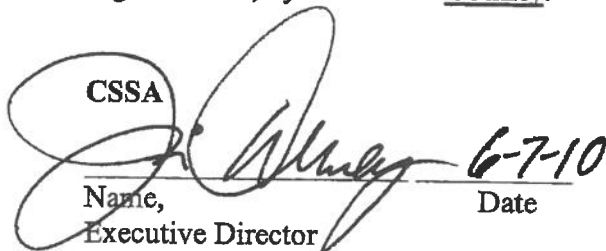
CSSA	County
Director: Sheriff Jim Denney (ret.), Executive Director	Sheriff: Curtis J. Hill

Phone: 916.375.8000	Phone: 831.636.4080
Fax: 916.375.8017	Fax: 831.636.1416
Email: cgreen@calsheriffs.org	Email: chill@sbcsheriff.org
Project Manager	Team Leader
Phone: 916.375.8000 ext. 103 (Carmen Green)	Phone: 831.636.4060 Lt. Ed Escamilla
Fax: 916.375.8017	Fax: 831.636.4088
Email: cgreen@calsheriffs.org	Email: eescamilla@sbcsheriff.org

MOU Effective date:

This MOU shall become effective upon signature of both parties and shall remain in effect for the term of the contract with Appriss or superseded by a subsequent agreement. (See modifications section.)

WHEREAS, CSSA and the County agree to the terms and conditions set forth in this memorandum and enter into this agreement pursuant to and in recognition of provisions of applicable federal and state laws, IN WITNESS THEREOF, this 7th day of JUNE, 2010 the parties hereto have set their names and seals by their duly authorized Officers who certify that they are authorized to bind their respective organizations, by CSSA and County.

CSSA

 Name, _____ Date 6-7-10
 Executive Director

COUNTY

 Name _____ Date _____
 Sheriff

APPROVED AS TO LEGAL FORM
 SAN BENITO COUNTY COUNSEL

 5/17/10
 DEPUTY COUNTY COUNSEL 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: 18.

MEETING DATE: 10/22/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Michael Ziman

SBC DEPT FILE NUMBER: 790

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Hold a Public Hearing Regarding Acquisition of Real Property located on Buena Vista Road (APN 019-230-002-000) from Graniterock Company in the amount of \$450,000 (minus a charitable contribution of \$65,000 for a net price of \$385,000) and approve the Real Property Purchase and Sale Agreement. Said price is subject to an increase of \$11,500 should Graniterock demolish the existing building on the Property prior to the close of escrow; approve budget adjustment/transfer in the amount of \$396,500.00 (4/5 vote)

SBC FILE NUMBER: 790

AGENDA SECTION:

PUBLIC HEARING - Top

BACKGROUND/SUMMARY:

County of San Benito has been presented with the opportunity to buy certain real property from Graniterock Company described as APN 019-230-002-000 (on Buena Vista Road across the road from where Buena Vista Road makes a 90 degree turn towards the north) for \$450,000 (minus a charitable contribution of \$65,000 for a net price of \$385,000; subject to an increase of \$11,500 should Graniterock demolish the existing building on the Property prior to the close of escrow).

The purchase of real property is exempt from the California Environmental Quality Act (CEQA), pursuant to section 15061(b)(3) of the CEQA Guidelines (the “common sense exemption”), because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, because the property to be acquired is open space land and there currently are no plans and no funding available to develop it, so any potential environmental impacts would be purely speculative at this time. Environmental review will be conducted in the future, at such time as the County may consider plans to develop the property. The CAO is requesting that the Board of Supervisors hold a public hearing, make the finding that purchase is exempt from CEQA, approve the real property purchase and sale agreement, and authorize the CAO to further negotiate and execute the real property purchase and sale agreement.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

101.15.1015.1000.650.150

CURRENT FY COST:

\$396,500

STAFF RECOMMENDATION:

The CAO recommends that the Board of Supervisors do the following:

1. Hold a public hearing on the proposed purchase;
2. Make the finding that purchase of the subject property is exempt from CEQA pursuant to section 15061(b)(3) of the CEQA Guidelines;
3. Approve the real property purchase and sale agreement and authorize the CAO to execute the real property purchase and sale agreement and take all necessary actions during course of escrow;
4. Approve Budget Transfer/Amendment in the amount of the purchase price as set forth above.
5. Direct the RMA, Planning Division to file a Notice of Exemption with the County Clerk.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Purchase and Sale Agreement	10/16/2019	Cover Memo
PC General Plan Consistency resolution	10/15/2019	Cover Memo
Budget Adjustment/Transfer	10/16/2019	Budget Adjustment/Transfer Form
Public Hearing Notice	10/14/2019	Backup Material

**PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
BETWEEN COUNTY OF SAN BENITO ("BUYER") AND GRANITE ROCK
COMPANY ("SELLER") AS TO PROPERTY LOCATED ON BUENA VISTA ROAD,
HOLLISTER, CALIFORNIA**

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") dated as of October 22, 2019 is made and entered into by and between the **COUNTY OF SAN BENITO**, a political subdivision of the State of California ("County" or "Buyer"), and **GRANITE ROCK COMPANY**, a California corporation duly qualified to do business in the State of California ("Seller"). Buyer and Seller together may be referred to hereinafter each as a Party and collectively as the "Parties".

RECITALS

- A. Seller owns a parcel of real property totaling approximately 6.3 acres comprised of vacant land, located in the County of San Benito, commonly referred to as APN 019-230-002-000, and as more particularly described in the legal description which is attached hereto and incorporated herein by reference as Exhibit "A" (the "Property").
- B. Upon the terms and conditions set forth herein, Seller desires to sell and Buyer desires to acquire the Property.

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT

1. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, the Property. In consideration of Seller's sale of the Property to Buyer, Buyer will (a) pay to Seller the Purchase Price at the Close of Escrow, and (b) perform all of Buyer's other obligations hereunder.
2. **Purchase Price.** The purchase price for the Property is Four Hundred Fifty Thousand Dollars (\$450,000.00) (the "Total Purchase Price"), which Buyer and Seller agree is the fair market value of the Property, consisting of the following: (a) Three Hundred Eighty Five Thousand Dollars (\$385,000.00) that Buyer will convey to Seller at Close of Escrow as set forth herein (the "Purchase Price"); plus (b) Sixty Five Thousand Dollars (\$65,000.00) (the "Donation Amount"), which is the difference between the Total Purchase Price and the Purchase Price and for which Seller will seek a tax deduction in the amount of the Donation Amount constituting a donation to Buyer at Close of Escrow. Seller agrees that it will assume full responsibility for any tax implications of reporting the donation to governmental taxing agencies in Seller's sole discretion. Buyer makes no representations or warranties the Donation Amount will receive any favorable treatment from any governmental taxing agencies.

The Parties further agree that should Seller demolish the building existing on the Property pursuant to Paragraph 7.1(h) prior to the Close of Escrow, then the above defined amounts shall

be revised as follows: the "Total Purchase Price" shall be increased to and mean Four Hundred Seventy-Three Thousand Dollars (\$473,000.00), consisting of the following: (a) Three Hundred Ninety-Six Thousand Five Hundred Dollars (\$396,500.00) that Buyer will convey to Seller at Close of Escrow as set forth herein (the "Purchase Price"); plus (b) Seventy-Six Thousand Five Hundred Dollars (\$76,500.00) (the "Donation Amount").

3. Payment. The Purchase Price shall be paid as follows:

3.1 Deposit. Within ten (10) business days of Opening of Escrow, County shall deposit into Escrow (as defined below) a check in the amount of Five Thousand Dollars (\$5,000.00) (the "Deposit"). Of the Deposit, One Hundred Dollars (\$100.00) shall be deemed earned by Seller upon its deposit into Escrow and is non-refundable to Buyer (the "Earned Amount") but shall be credited to the Purchase Price in the event the purchase of the Property is completed. In the event that Buyer exercises its discretion, as provided herein, to disapprove the purchase at, or any time prior to, the expiration of the Contingency Period, as may be extended herein, then the Deposit less the Earned Amount shall be refunded to the Buyer. In the event the Contingency Period, as may be extended herein, has expired, and Buyer exercises its discretion, as provided herein, to disapprove the purchase prior to the Close of Escrow because (i) any of the remaining conditions prescribed in Section 7.1 below are not waived or satisfied, (ii) Seller is in default of its obligations under this Agreement, or (iii) the Escrow is terminated because of destruction, damage, loss, or material change pursuant to Section 15 herein, then the Deposit less the Earned Amount shall be refunded to Buyer. In the event the purchase of the Property is completed, the Deposit including the Earned Amount shall be applied to the Purchase Price at the Close of Escrow.

3.2 Cash Balance. No later than two (2) business days prior to the Closing Date, or such earlier time as is required by Escrow Holder in order for the Closing to occur by the Closing Date, Buyer will deposit into Escrow the balance of the Purchase Price, plus or minus prorations and other adjustments, if any, as set forth in this Agreement, in cash, by confirmed wire transfer of immediately available funds, or by certified or cashier's check collectible in same day funds.

4. Opening of Escrow. Seller shall open escrow (the "Escrow") with First American Title Company ("Escrow Holder") no later than five (5) business days after both Parties sign this Agreement ("Opening of Escrow"). This Agreement shall, to the extent possible, act as escrow instructions. The Parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control.

5. Close of Escrow

5.1 Definition. For purposes of this Agreement, the "Close of Escrow" or the "Closing" is the recordation of the Grant Deed from the Seller to Buyer conveying fee simple title for the Property, subject only to the "Permitted Exceptions" (as defined in Section 9.2 below). Seller and Buyer agree to deposit in Escrow all instruments, documents, writings, and monies identified or required to close Escrow. Escrow shall close when Escrow Holder is in a position to: (a) record the executed Grant Deed to the Property in favor of Buyer; (b) deliver the Title Policy (as defined below) to Buyer; and (c) deliver the Purchase Price to Seller.

5.2 Closing Date. The Close of Escrow shall occur within fifteen (15) business days after Buyer removes or waives all contingencies (the “Closing Date”) but no later than December 9, 2019 provided all contingencies have been removed by Buyer. If the Closing does not occur by the Closing Date, the Closing Date may be extended by mutual agreement of the Parties.

5.3 Cancellation. If the Closing does not occur by the Closing Date due to a default by one of the Parties and said date is not extended by mutual agreement of the Parties, the Party not then in default under this Agreement may notify the other Party and Escrow Holder in writing that, unless the Closing occurs within five (5) business days following said notice, the Escrow shall be deemed canceled without further notice or instructions. If both Parties are in default and the Closing Date is not extended by mutual agreement of the Parties, the Escrow shall be cancelled. All Escrow costs of cancellation, if any, will be paid by the defaulting Party or Parties.

6. Items to be Delivered at Close of Escrow

6.1 By Seller. Seller shall execute and deliver to Escrow Holder for delivery to Buyer (a) a Grant Deed in recordable form conveying a fee simple title to the Property, including oil, mineral and water rights if currently owned by Seller (subject to the “Permitted Exceptions,” as defined in Section 9.2 below); and (b) a CLTA Owner’s Policy of Title Insurance, paid equally between Seller and Buyer (or in the alternative, if Buyer so elects, an ALTA Owner’s Policy of Title Insurance with Buyer additionally paying for the incremental cost difference between the CLTA and ALTA policy) (as elected, the “Title Policy”), showing that marketable fee title to the Property is vested in Buyer subject only to the “Permitted Exceptions” (as defined in Section 9.2 below). In addition, at least three (3) business days prior to the Closing, Seller shall deliver affidavit or certification satisfactory to Buyer setting forth Seller’s address, federal tax identification number and other documents necessary for the purpose of the provisions of Sections 1445 and 7701 of the Internal Revenue Code, or successor statutes, and that Seller is exempt from the withholding provisions of the California Revenue and Taxation Code, as amended. If Seller does not provide such affidavit or certification, Escrow Holder shall at the Closing withhold from Seller’s proceeds any amounts as may be required under such federal and state laws.

6.2 By Buyer. Buyer shall deliver to the Escrow Holder for delivery or disbursement at Close of Escrow, funds in an amount equal to the Purchase Price, plus Buyer’s share of costs, fees, expenses and prorations to be borne by Buyer pursuant to this Agreement, together with Buyer’s Certificate of Acceptance to be attached to and recorded with the Grant Deed.

7. Contingencies to Close of Escrow

7.1 Conditions Precedent to Buyer’s Obligations. The Close of Escrow and Buyer’s obligations with respect to the transactions contemplated by this Agreement are subject to the following contingencies, which must be satisfied (or waived in writing by the Buyer) by the Closing Date:

a. Title Insurance. The Title Company shall be in a position to provide to Buyer the Title Policy, insuring Buyer in an amount equal to the Purchase Price showing that the

marketable fee title to the Property is vested in Buyer, subject only to the Permitted Exceptions (See Section 9.2 below), together with any extended coverage and/or endorsements that the Title Company has agreed to issue in writing prior to the end of the Contingency Period. The cost of the Title Policy shall be paid by the Parties as set forth above.

b. Inspections and Studies. During the Contingency Period, or as extended:

(1) Buyer shall have the right to conduct any and all inspections and evaluations of the Property to Buyer's satisfaction, including a Phase I and Phase II environmental study of the Property; and

(2) Buyer shall have determined that the Property is clean of contamination, toxic and/or hazardous materials, to Buyer's satisfaction. In the event that a Phase II environmental survey is required and finds that remediation is necessary, Buyer may cancel this Agreement at any time prior to the expiration of the Contingency Period (as it may be extended). In the event of such cancellation, Buyer shall be entitled to a refund of the Deposit less the Earned Amount. Seller shall not be obligated to perform or bear the financial burden of any remediation work should any such work be required; Buyer's only remedy if remediation is required is the right to cancel this Agreement with a refund of the Deposit less the Earned Amount.

c. Board of Supervisors Approval. The Close of Escrow is expressly made contingent upon the County Board of Supervisor's authorization to waive contingencies. Buyer retains full and sole discretion to approve or disapprove the purchase for any reason, or without reason. Notwithstanding any provisions to the contrary, if the County Board of Supervisors takes no action within the Contingency Period (as may be extended), it shall be deemed to have disapproved the purchase of the Property and this Agreement shall terminate; in which event then the Deposit less the Earned Amount shall be refunded to the Buyer, the Parties shall split Escrow costs incurred to date and neither Party shall have any further rights or obligations hereunder, except for those expressly as expressly stated as surviving termination of the Agreement.

d. Representations, Warranties and Covenants of Seller. As of the Close of Escrow, Seller will have duly and materially performed each and every obligation to be performed by Seller hereunder in all material respects; and Seller's express representations and warranties set forth in this Agreement will be true and correct as of the Closing Date in all material respects.

e. Seller's Deliveries. As of the Close of Escrow, Seller will have delivered all the items described in Section 6.1.

f. Expiration of CEQA Statute of Limitation. As a condition to the Close of Escrow, the statute of limitation period under the California Environmental Quality Act, as set forth at California Public Resources Code section 21000, et seq. ("CEQA"), shall have expired.

g. Relocation of Existing Well Easement. As a condition to the Close of Escrow, the relocation of the alleged/asserted existing well "easement" on the Property, which

neither Party concedes by this paragraph to exist as a matter of law, shall have been accomplished to the satisfaction of the County. County will coordinate with the beneficiaries/neighboring owners to attempt to satisfy this condition.

h. The existing structure on the Property shall be relocated or completely demolished within thirty (30) days of the Opening of Escrow. If not removed within said thirty (30) day period, the Contingency period shall be extended day for day for the additional time to remove the structure. The Property after the relocation or demolition shall be left in a clean, usable state, with no residual debris or hazardous materials. The County's Phase I and/or Phase II inspection of the Property shall commence after the relocation or demolition of the existing structure. Seller shall be responsible for all costs of relocation or demolition, including prevailing wages, if required by law. Should Seller choose to demolish the structure rather than relocate it, the Total Purchase Price, the Purchase Price and the Donation Amount shall be increased as set forth in Paragraph 2.

i. Condition of the Property. As a condition to the Close of Escrow, Buyer shall have approved the condition of the Property, including Buyer's satisfaction of the Property being free of trash and trespassers.

The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer, with such waiver to be in writing to Seller. In the event any of the foregoing conditions are neither satisfied nor waived by Buyer prior to the prescribed time period, and Buyer terminates this Agreement by delivering written notice thereof to Seller on or before the applicable date listed in such condition, then all rights, obligations, and liabilities of Seller and Buyer under this Agreement shall terminate (except for any provisions that expressly survive the termination of this Agreement), and the Deposit less the Earned Amount shall be returned to Buyer.

7.2 Conditions Precedent to Seller's Obligations. The Close of Escrow and Seller's obligations with respect to this transaction are subject to the following conditions precedent: (a) Buyer's delivery to Escrow Holder, on or before the Closing Date, the Purchase Price and the other items described in Section 6.2; and (b) Buyer having duly performed each and every agreement to be performed by Buyer hereunder, and Buyer's representations, warranties, and covenants set forth in this Agreement, continuing to be true and correct as of the Closing date.

The conditions set forth in this Section 7.2 are solely for the benefit of Seller and may be waived only by Seller, with such waiver to be in writing to Buyer.

8. Contingency Period

8.1 Contingency Period. Buyer shall be entitled to ninety (90) days from Opening of Escrow ("Contingency Period"), or as extended as provided in Section 8.4 below, to conduct any and all physical, economic and environmental inspections, investigations, tests and studies of the Property. Such evaluations may include, but are not limited to the following: phase I and phase II environmental surveys as needed, physical inspection, soils and groundwater tests, soil compaction tests, other engineering feasibility studies, review of any and all governmental

regulations, improvement obligations to Buyer's satisfaction, investigation of the suitability of the Property for Buyer's purposes, and such other due diligence as Buyer desires. In the event Buyer needs additional time for the completion of a Phase II environmental survey, the Contingency Period shall be extended as provided in Section 8.4 below.

8.2 Right of Entry. During the Contingency Period, or as extended, Buyer shall have the right, from time to time, at its own sole cost, expense, risk, and hazard, and in all such manner as it may reasonably determine, without material damage being imposed upon the Property, to enter upon the Property to make, or cause to be made, engineering findings in respect thereto, including without limitation, surveying, conducting test borings in order to determine subsoil conditions, and in general, conducting other soil tests, analyses, and studies of the Property necessary to perform the evaluations described in Section 8.1 above. Buyer shall not make nor cause to be made any invasive or destructive testing without the prior written consent of Seller. Buyer will notify Seller, at least two (2) business days in advance of the dates of all tests and investigation and will schedule all test and investigation during normal business hours whenever feasible unless otherwise requested by Seller. Seller shall have the right to be present at any such inspections or testings. Prior to conducting any inspections or testing, Buyer or its consultants shall deliver to Seller a certificate of insurance naming Seller as additional insured (on a primary, non-contributing basis) evidencing commercial general liability and property damage insurance with limits of not less than One Million Dollars (\$1,000,000.00) in the aggregate for liability coverage (plus Medical Expenses coverage with a limit of not less than Five Thousand Dollars (\$5,000.00) per incident), and not less than One Million Dollars (\$1,000,000.00) in the aggregate for property damage. Buyer shall restore the Property to its original condition immediately after any and all testing and inspections conducted by or on behalf of Buyer and Buyer will take all steps necessary to ensure that any conditions on the Property created by Buyer's testing will not interfere with the normal operation of the Property or create any dangerous, unhealthy, unsightly, or noisy conditions of the Property. Buyer hereby indemnifies and holds Seller and the Property harmless from any and all costs, loss, damages or expenses of any kind or nature arising out of or resulting from any entry and/or activities upon the Property by Buyer and/or Buyer's agents, employees, contractors or consultants; provided, however, such indemnification obligation shall not be applicable to the extent of, or relating to, Buyer's discovery of any pre-existing adverse condition at the Property (provided that the foregoing shall not be construed as relieving Buyer of its obligation to indemnify, defend and hold harmless Seller to the extent that any such pre-existing condition is aggravated by the gross negligence or willful misconduct of Buyer and/or Buyer's representatives in connection with any inspection of the Property).

8.3 Seller's Documents. Within five (5) business days from Opening of Escrow, Seller shall deliver to Buyer copies of any architectural drawings, any and all building permits, certificates of occupancy, soil tests, surveys, engineering studies, and other similar documents, if any, that are actually in Seller's possession relating to the Property in order to assist Buyer in its feasibility study (for Buyer's information, Seller is informed and believes it does not possess any such documents other than surveys and diagrams related to the lot line adjustment of the Property that was completed on or about March 2019). Buyer specifically acknowledges and agrees that the Seller has made no representation or warranty of any nature concerning the accuracy or completeness of any documents delivered or made available for inspection by Seller to Buyer ("Due Diligence Documents"), and that Buyer has undertaken such inspections of the

Property as Buyer deems necessary and appropriate and that Buyer is relying solely upon such investigations and not on any of the Due Diligence Documents or any other information provided to Buyer by or on behalf of Seller. As to the Due Diligence Documents, Buyer specifically acknowledges that they have been prepared by third parties and Buyer acknowledges and agrees that no warranty or representation, express or implied, has been made, nor shall any be deemed to have been made, to Buyer with respect thereto, either by Seller or by any third parties that prepared the same.

8.4 Extension of Contingency Period. In the event Buyer needs additional time for the completion of a Phase II environmental survey, the Contingency Period shall be extended to reasonably accommodate its completion, not to exceed an additional two months, unless otherwise agreed to by the Parties.

9. Title Insurance

9.1 Preliminary Title Report. Seller shall endeavor to have Title Company deliver to Buyer within five (5) business days of Opening of Escrow a current preliminary title report, with copies of all recorded documents that are listed as exceptions as referenced or described therein. All easements are to be color coded and plotted on a plat map. Buyer shall have sixty (60) calendar days following Buyer's receipt of said documents to review and to notify Seller in writing of any title exceptions contained in the preliminary title report that are not satisfactory to Buyer in its sole and absolute discretion ("Title Objections").

9.2 Cure Period. In the event Buyer notifies Seller within the period described above of any Title Objections, Seller may, on or before ten (10) calendar days after receipt of such notice, deliver written notice to Buyer that Seller has agreed to: (a) cause the Title Objections to be deleted from the preliminary title report, or (b) cause the title insurer to expressly waive or insure over such Title Objections at or prior to the Close of Escrow. If Seller fails to deliver such notice or in such notice elects not to cause all of the Title Objections to be removed, waived, or insured over, then Buyer may, within ten (10) calendar days after Buyer's receipt of such notice from Seller (or after the expiration of the time period for Seller to give such notice if Seller did not give such notice), by written notice to Seller choose in Buyer's sole discretion to terminate this Agreement or take title subject to any Title Objections that have not been removed, waived, or insured over ("Buyer's Decision"). If Buyer does not deliver its Buyer's Decision to Seller within such ten (10) calendar day time period, then Buyer shall be deemed to have disapproved all title matters that Buyer previously disapproved in its title objection notice and this Agreement shall terminate; in which event, then the Deposit less the Earned Amount shall be refunded to the Buyer, the Parties shall split Escrow costs incurred to date and neither Party shall have any further rights or obligations hereunder, except for those expressly stated as surviving termination of the Agreement. All title matters approved by Buyer or deemed approved by Buyer under this Section 9.2 together with any other exceptions approved in writing by Buyer shall constitute the "Permitted Exceptions."

9.3 Title Insurance. Upon the Close of Escrow, Seller and Buyer shall direct the Title Company to provide Buyer with the Title Policy insuring that title to the Property is vested in Buyer subject only to the Permitted Exceptions.

10. Seller's Representations and Warranties. Seller represents and warrants that:

10.1. Seller owns the Property, free and clear of all liens, claims, and encumbrances not disclosed by the public record, and, at Close of Escrow, will have the power to sell, transfer and convey all right, title and interest in the Property, subject only to the Permitted Exceptions. Seller makes no representation or warranty that the Property is free and clear of easements, encroachments on the Property from adjacent properties, or encroachments by improvements on the Property or onto adjacent properties.

10.2. Seller has no knowledge of any pending litigation involving the Property.

10.3. Seller makes no representation or warranty whatsoever whether or not there are any violations of, or notices concerning defects or noncompliance with, any applicable code, statute, regulation, or judicial order (including, but not limited to, fire protection and Americans with Disability Act requirements pertaining to the Property. Buyer acknowledges there is a dilapidated house on the Property that to Seller's knowledge is unoccupied as of the Effective Date.

10.4. As of the date Seller has executed this Agreement, and throughout the Escrow period and at Closing, Seller has no intention of filing for protection under the bankruptcy laws of the United States, and Seller shall not have made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature or have been adjudicated bankrupt or have filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under federal bankruptcy law or any other similar law or statute of the United States or any state and no such petition shall have been filed against it.

10.5. To Seller's knowledge, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Seller relating to environmental matters.

10.6 Except as otherwise disclosed herein and/or in Seller's Documents, to Seller's knowledge, there are no Hazardous Materials on the Property and Seller has not caused any release, use, generation, discharge, storage or disposal of any Hazardous Materials on, in, under, or otherwise affecting all or any portion of the Property in violation of applicable law.

As used herein, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material, sewage, or waste which is regulated, controlled or prohibited by statute, rule, regulation, decree or order of any governmental authority, the State of California, or the United States government currently in effect. The term "Hazardous Material" includes, without limitation, any material or substance which is (a) defined as "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5, sections 25100 et seq., (hazardous waste Control Law); (b) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 ("CPTHSA Act"); (c) defined as "hazardous material," "hazardous substance,"

or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Material release Response Plans and Inventory Act); (d) defined as “hazardous substance” under Section 25821 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (e) petroleum; (f) asbestos; (g) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11, of Title 22 of the California Administrative Code, Division 4, Chapter 20; (h) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. 1321); (i) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (j) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization act of 1986, 42 U.S.S. Section 9601 et seq. (42 U.S.C. Section 9601) (“CERCLA”); or (k) defined as a “waste” under the California Porter-Cologne Water Quality Control Act, section 13050 of the California Water Code.

10.7 To Seller's knowledge, there are no oral or written leases, rental agreements, service contracts or other related agreements, licenses, and permits affecting all or any portion of the Property, except that: Seller possesses a copy of an agreement dated April 18, 1930, regarding a pumping plant (involving a well, motors, pumps, casing, pipeline, and pumping equipment), which agreement Seller will provide to Buyer as part of the Due Diligence Documents.

10.8 In the event Seller, prior to Close of Escrow, becomes aware of adverse conditions materially affecting the Property, any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items.

10.9 All representations, warranties, covenants, and other obligations described in this Agreement shall survive the delivery of the Grant Deed or the termination of this Agreement, as applicable, for a period of one (1) year.

10.10 Seller acknowledges that it has a duty to disclose to Buyer, and has disclosed to Buyer, all conditions known to Seller materially affecting the Property.

11. **Seller's Pre-Closing Covenants.** So long as this Agreement remains in full force and effect:

11.1 Without the prior written consent of Buyer, Seller will not convey any interest in the Property and will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date which will not be eliminated prior to the Close of Escrow, other than as may be required by any applicable government or quasi-governmental authority or by a provider of utility services and except as may be otherwise provided for in this Agreement.

11.2 Seller will not make any material alterations to the Property without Buyer's consent, which consent will not be unreasonably withheld or delayed. Seller will maintain the Property in substantially the same condition as of the Effective Date.

11.3 Seller represents that there are no existing contracts relating to the provision of goods or services to the Property. Seller agrees that, without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed, Seller will not enter into any contract or agreement providing for the provision of goods or services to or with respect to the Property or the operation thereof unless such contracts or agreements can be terminated by the Closing Date. Seller will not enter into any leases for any portion of the Property without Buyer's written consent, which consent will not be unreasonably withheld or delayed.

12. Expenses and Fees

12.1 Seller will pay:

- a. 1/2 of the premium for the CLTA title insurance policy;
- b. The cost of any title policy endorsements or other curative measures to remove and/or cure Buyer's Title Objections to the satisfaction of Buyer;
- b. 1/2 of all Escrow fees and other recording charges;
- c. All city, county and state documentary transfer taxes, if any (which should not be due or payable under the documentary transfer tax exemption set forth in California Revenue and Taxation Code Section 11922 because Buyer is a political subdivision of the State of California and is a Party to this transaction acquiring title to the Property);
- d. Any delinquent real estate taxes;
- e. Any real estate brokerage fees or commissions owed in connection with the sale of the Property, if any, per Section 16 of this Agreement;
- f. Seller's share of prorations.

12.2 Buyer will pay:

- a. 1/2 of the premium for the CLTA title insurance policy;
- b. The incremental cost of an ALTA policy, if Buyer elects to have an ALTA policy.
- c. 1/2 of all Escrow fees and other recording charges; and
- d. Buyer's share of prorations.

12.3 Except as otherwise set forth herein, Buyer and Seller will each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. All other normal costs and expense of the Escrow will be allocated between Buyer and Seller in accordance with the customary practice in the county in which the Property is located.

13. Prorations

13.1 Taxes and Assessments. All non-delinquent real estate taxes and assessments on the Property will be prorated as of the Close of Escrow based on the actual current tax bill. If the Close of Escrow occurs before the real estate taxes are fixed for the tax year in which the Close of Escrow occurs, the apportionment of real estate taxes will be made on the basis of the real estate taxes for the immediately preceding tax year applied to the latest assessed valuation. All delinquent taxes and all delinquent assessments, if any, on the Property will be paid at the Close of Escrow from funds accruing to Seller. All supplemental taxes billed after the close of Escrow for periods prior to the Close of Escrow will be paid promptly by Seller. Seller expressly reserves: (a) the right (but shall have no obligation) to commence, prosecute and complete any and all contests and appeals that may be available with respect to real estate taxes and assessments pertaining to the Property which are allocable to the period prior to the Close of Escrow; and (b) any and all refunds and proceeds that may be payable as a result of any such contests or appeals of real estate taxes and assessments, and such refunds and proceeds shall not constitute a portion of the Property to be conveyed hereunder. Any tax refunds received by Buyer which are allocable to the period prior to the Close of Escrow will be paid by Buyer to Seller. Pursuant to California Revenue and Taxation Code section 4986(a)(6), as of Close of Escrow, property taxes for the period after the Close of Escrow shall be cancelled prospectively to the extent as may be allowed by law.

13.2 Utilities. Seller will notify all utility companies servicing the Property if any, of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. In addition to the final Purchase Price, Buyer will pay to Seller an amount equal to the total of all utility deposits held by utility companies and Seller will assign to Buyer all of Seller's right, title and interest in any such utility deposits; provided, however, Seller reserves the right to receive a return of such utility deposits and in such event, Buyer will arrange for substitute deposits with the utility companies as may be required. If following the Close of Escrow either Buyer or Seller receives a bill for utilities, or other services approved in writing or ordered by such Party and provided to the Property for the period in which the Close of Escrow occurred, Buyer and Seller will equitably prorate the bill as of the Close of Escrow.

13.3 Method of Proration; Survival. All prorations will be made as of the date of Close of Escrow based on 365-day year or a 30-day month, as applicable. The obligations of Seller and Buyer to prorate and adjust revenues and expenses of the Property shall survive the Close of Escrow.

14. Disbursements and Other Actions by Escrow Holder. At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

14.1 Funds. Disburse all funds deposited with Escrow Holder by Buyer in payment of the final Purchase Price for the Property as follows:

a. Deliver to Seller the final Purchase Price, less the amount of all items, costs, and prorations chargeable to the account of Seller; and

b. Disburse the remaining balance, if any, of the funds deposited by Buyer to Buyer, less amounts chargeable to Buyer.

14.2 Recording. Cause the Grant Deed (with documentary transfer tax information affixed) and Buyer's Certificate of Acceptance to be recorded with the County Recorder for the San Benito County and obtain conformed copies therefor for distribution to Buyer and Seller.

14.3 Title Policy. Direct the Title Company to issue Title Policy to Buyer.

14.4 Delivery of Documents to Buyer or Seller. Deliver to Buyer documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

15. Possession and Occupancy; Risk of Loss; Casualty or Condemnation. Buyer shall be entitled to the possession of the Property immediately following the Close of Escrow. All risk of loss or damage to the Property shall pass from Seller to Buyer at Closing. In the event of a casualty that causes material damage to the Property costing more than \$10,000 or more to repair or cure or a condemnation proceeding commenced prior to Closing, Buyer shall deliver to Seller within five (5) business days after Buyer's receipt of notice of such casualty or condemnation, written notice of Buyer's election to either: (a) terminate this Agreement, in which event the Deposit less the Earned Amount shall be refunded to the Buyer, the Parties shall split Escrow costs incurred to date and neither Party shall have any further rights or obligations hereunder, except for those expressly stated as surviving termination of the Agreement, and Seller shall be entitled to all insurance proceeds, compensation, awards and other payments or relief resulting from such casualty or condemnation proceedings; or (b) continue to proceed under this Agreement to close Escrow without adjustment to the Purchase Price or any of the other provisions of this Agreement, in which event upon the Closing, Seller shall assign to Buyer any insurance proceeds, compensation, award, or other payments or relief resulting from such casualty or condemnation proceedings to the extent allocable to the Property. If Buyer fails to deliver such election in writing within said five (5) day period, it shall be deemed to have elected to proceed under clause (b) immediately preceding.

16. Real Estate Broker. Seller shall be responsible for payment of any brokers' fees or commissions owed in connection with the sale of the Property. Buyer has not incurred any obligations for real estate commissions, finder's fees or any similar fees in connection with the transaction contemplated herein. If any person asserts a claim for commission or finder's fees in connection with this transaction, the Party through whom that person makes its claim will indemnify, hold harmless, and defend the other Party from such claim and all expenses, including reasonable attorney's fees, incurred by the other Party in defending the claim. The execution of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties to any person or entity not a party to this Agreement.

17. Time is of the Essence. Time is of the essence of this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by Buyer and Seller. In the event that any date specified in this Agreement falls on Saturday, Sunday or a Holiday (as defined in Section 6700 of the California Government Code) (each a “Non-Business Day”), such date shall be deemed to occur on the next business day. For purposes of this Agreement, a “business day” shall mean a day other than a Non-Business Day.

18. Notices. All communications and notices required or permitted by this Agreement shall be given in writing in the manner set forth below, addressed to the Party to be served at the addresses written below, or at such other address for which that Party may have given notice under the provisions of this Section. Any notice or communication given by (a) mail shall be deemed to have been given four business days after it is deposited in the United States mail with proof of mailing, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day (not including Saturday) immediately following the date it was deposited with such common carrier; (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile or email shall be deemed to have been given on the date of transmission of the entire communication, provided that (i) such transmission occurs during 8:00 a.m. and 5:00 p.m., California time, on business days, and (ii) the sending Party sends a hard copy of the original transmitted document(s) following the electronic transmission, by one of the methods described in subsections (a), (b) or (c) above.

SELLER: Granite Rock Company
Attn: Kevin Jeffery, Secretary and General Counsel
P.O. Box 50001
Watsonville, CA 95077

BUYER: County of San Benito
Board of Supervisors
Attn: Clerk of the Board
481 Fourth Street, First Floor
Hollister, CA 95023

with a copy to: County of San Benito
Chief Administrative Officer
Attn: Ray Espinosa
481 Fourth Street, First Floor
Hollister, CA 95023

19. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

20. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce the provisions of this Agreement shall be brought in the Superior Court of the County of San Benito.

21. **Headings.** The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.
22. **Waiver.** The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
23. **Attorney's Fees.** In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing Party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.
24. **Severability.** In the event that any provision of this Agreement shall be adjudicated void, illegal, invalid, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect.
25. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. This Agreement shall not be strictly construed for or against any Party.
26. **Warranty of Authority.** The Parties to this Agreement warrant and represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said Parties the obligations set forth herein.
27. **County Contract Administrator.** The County officer or employee with responsibility for administering this Agreement is the Chief Administrative Officer, or his successor or designee.
28. **Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit and protection of the Parties hereto. No condition, covenant, waiver or release contained herein made or given by Seller or Buyer is intended to run to the benefit of any person not a party to this Agreement unless otherwise expressly set forth herein.
29. **Successors and Assigns.** Buyer shall have full and sole discretion to assign this Agreement without Seller's consent. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, executors, assigns and successors in interest.
30. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a Party by facsimile transmission or in portable document format (pdf), but which together shall constitute one and the same instrument.
31. **Seller's 1031 Tax-Deferred Exchange.** Seller may decide to have this transaction qualify as part of an Internal Revenue Code Section 1031 tax deferred exchange in connection

with Seller's sale of the Property which will neither unreasonably delay the Closing nor cause additional expense or liability to the Buyer. Buyer will reasonably cooperate with Seller's exchange, and Seller shall hold Buyer harmless from all costs, claims, and liabilities related to the exchange. Seller shall have the right to assign this Agreement to Seller's qualified exchange intermediary. Buyer makes no representations or warranties that a 1031 tax deferred exchange will be possible or that any tax benefits will accrue to Seller.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date last written below ("Effective Date").

[signatures appear on following page]

SELLER:

**GRANITE ROCK COMPANY,
a California corporation**

By: _____

Date: October ___, 2019

Name: _____

Its: _____

BUYER:

**COUNTY OF SAN BENITO,
a political subdivision of the State of California**

By: _____

Date: October ___, 2019

Ray Espinosa
CAO

ATTEST:

Janet Slibsager
Clerk of the Board

By: _____

APPROVED AS TO LEGAL FORM:

County Counsel of San Benito County

By: _____
Barbara Thompson, County Counsel

Exhibit A

Legal Description

BEING ALL OF that certain Lot 13 of Riverside Farm according to the map thereof, recorded July 28, 1892, in Book 1 of Maps, page 56, San Benito County Records, and being a portion of that certain Parcel One described in the Grant Deed and conveyed by Carmel C. Martin Jr., to Bushmont Company, a California Corporation, recorded August 2, 1970, in Volume 359 of Official Records, page 196, San Benito County Records, and shown on that certain Record of Survey map for Ray Dassell, recorded March 31, 1952, in Book 5 of Maps, page 24, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT the southeasterly corner of the above said Parcel One, said corner being common to the southwesterly corner of the above said Lot 13 and running along the southerly line thereof South 87°00'00" East, 330.00 feet to the southeasterly corner thereof; thence along the easterly line of said Lot 13 North 01°18'00" East, 660.00 feet to the northeasterly corner thereof; thence along the northerly line of said Lot 13 North 87°00'00" West, 330.00 feet, to the northeasterly corner of the above said Parcel One; thence along the northerly line thereof North 87°00'00" West, 17.50 feet to the corner common to Homestead Lots 18, 19, and 30 of the San Justo Rancho according to the map thereof, recorded July 21, 1876, in Volume 1 of Maps, page 64, San Benito County Records; thence along the northerly line of said Homestead Lot 30 and the above said Parcel One North 86°57'30" West, 84.84 feet to the northeasterly corner of that certain parcel of land conveyed to Willis G. Pack and wife, by Deed, from Ray L. Dassell and wife, dated November 15, 1957 and recorded January 17, 1958 in Volume 237 of Official Records, at page 355, San Benito County Records; thence along the easterly line thereof South 01°55'00" West, 169.51 feet; thence South 13°49'00" West, 178.69 feet to the southeasterly corner of said parcel conveyed to Pack; thence leaving the boundary line of the said parcel conveyed to Pack South 22°49'23" East, 349.58 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that parcel of land described in the Deed from Mary A. Chapman to James A. Cushman et al, dated June 11, 1913 and recorded September 22, 1913, in Volume 49 of Deeds, at Page 368, San Benito County Records.

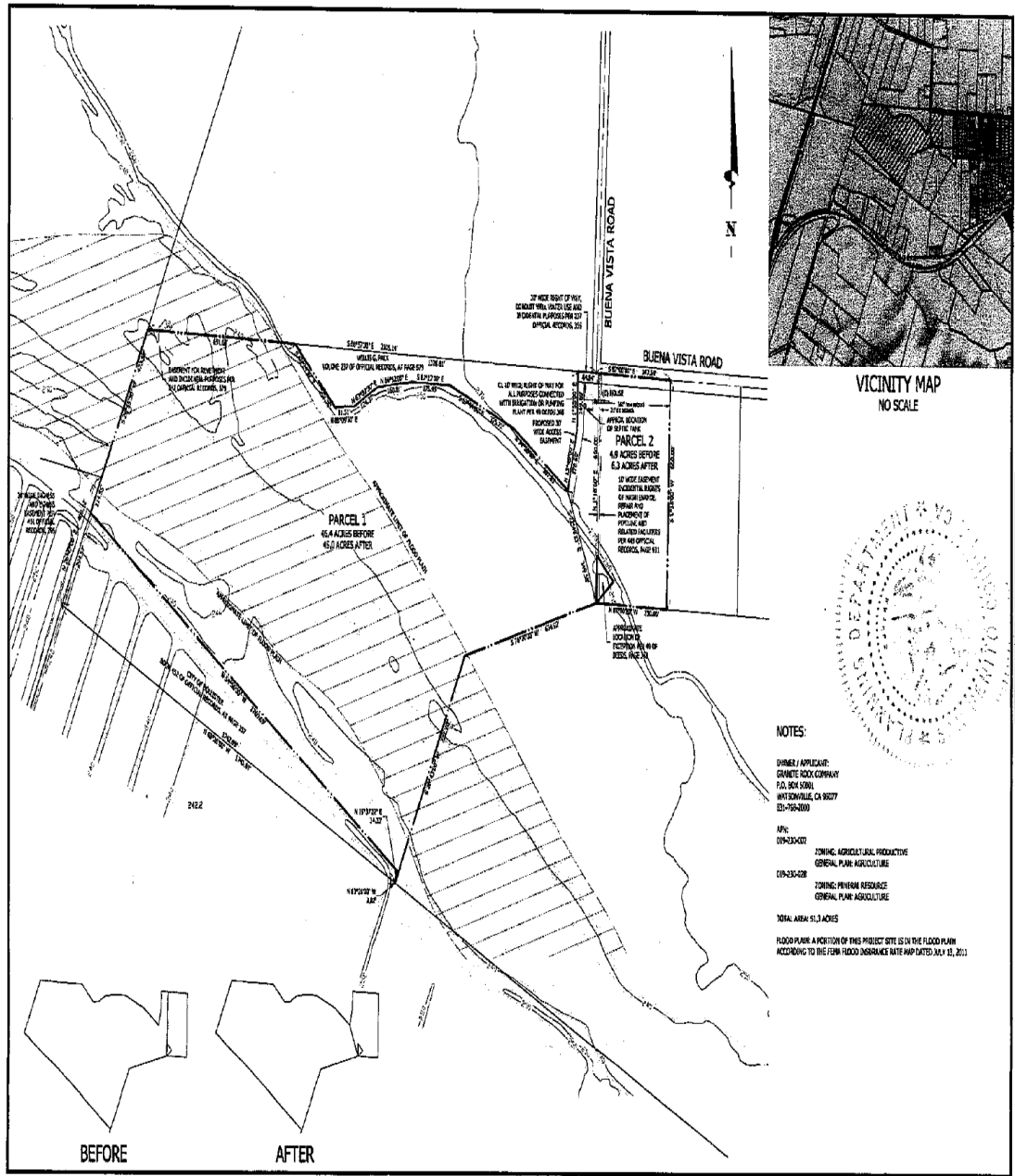
RESERVING AN EASEMENT, 30 feet wide, for access and utility purposes, the northerly and westerly lines of which are described as follows:

Beginning at a point in the westerly line of Buena Vista Road, 40 feet wide as shown on that certain Record of Survey map for Ray Dassell, recorded March 31, 1952, in Book 5 of Maps, page 24, San Benito

County Records, at the intersection thereof with the northerly line of Lot 14 of Riverside Farms, according to the map thereof recorded July 28, 1892, in Volume 1 of Maps, page 56, San Benito County Records; thence along the said northerly line of Lot 14 North 86°57'30" West, 64.84 feet to a point in the easterly line of the above said parcel of land conveyed to Willis G. Pack; thence along the said easterly line South 1°55'00" West, 169.69 feet; thence South 13°49'00" West, 178.69 feet to the southeasterly corner of said parcel conveyed to Pack.

The southerly line of the above described strip is to be extended or shortened to terminate on the westerly line of Buena Vista Road, and the easterly line of which is to be extended to terminate on the southerly line of the above described Parcel 2.

[The Property is depicted, and designated as the "6.3 ACRES AFTER" PARCEL 2, in the map included in the Lot Line Adjustment – attached on next page]



PLANNING COMMISSION OF THE COUNTY OF SAN BENITO

RESOLUTION NO. 2019-19

RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF SAN BENITO
DETERMINING THAT THAT THE PROPOSED ACQUISITION OF APN 019-230-002 IS
CONSISTENT WITH THE GENERAL PLAN

WHEREAS, California Government Code Section 65402 (a) requires that a county apply to the appropriate land use planning agency for a determination of whether the proposed property acquisition/proposed use is in conformity with the general plan adopted by the jurisdiction in which the property is located; and

WHEREAS, the Board of Supervisors of the County of San Benito is considering the acquisition of APN 019-230-002; and

WHEREAS, APN 019-230-002 is an approximately 6.3-acre parcel designated in the 2035 San Benito County General Plan as Agricultural, with a maximum density of one residential unit per 5 acres; and

WHEREAS, the Planning Commission has held a public meeting on this subject on September 18, 2019, providing an opportunity for public input; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the County of San Benito hereby determines that the County of San Benito's proposal to acquire APN 019-230-002 is conformity with the General Plan, so long as the use of the parcel is limited to Agricultural, until such time as the General Plan should be amended, or the parcel is annexed into the City of Hollister.

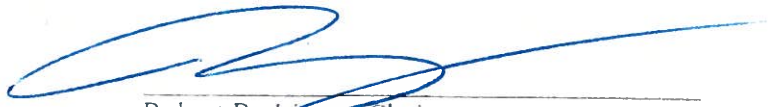
The above and foregoing Resolution was duly and regularly passed and adopted by a majority of the total voting members of the Planning Commission of the County of San Benito at a meeting held by said Commission on the 18th day of September, 2019, by the following vote:

AYES: Commissioners: RODRIGUEZ, GIBSON, EGLAND, NAVARRO, Eggert.

NOES: Commissioners:

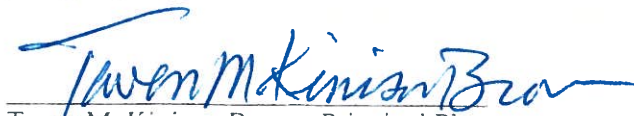
ABSTAIN: Commissioners:

ABSENT: Commissioners:



Robert Rodriguez, Chair
San Benito County Planning Commission

ATTEST:



Taven M. Kinison Brown, Principal Planner
Resource Management Agency San Benito County

Please Indicate Type:

(Requires Auditor Approval)

AUDITOR USE ONLY	
Budget Adjustment No: _____	
Date Batch Input Completed: _____	By: _____

**PROOF OF PUBLICATION
(2015.5 C.C.P.)
STATE OF CALIFORNIA
County of San Benito**

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above entitled matter.

I am the printer and principal clerk of the publisher of the Free Lance, published on line, printed and published in the city of Hollister, County of San Benito, State of California, **FRIDAY, AND ON LINE** for which said newspaper has been adjudicated a newspaper of general circulation by the **Superior Court of the County of San Benito, State of California, under the date of June 19, 1952, Action Number 5330**, that the notice of which the annexed is a printed copy had been published in each issue. Thereof and not in any supplement on the following dates: **SEPTEMBER 20, 27, OCTOBER 4, 2019**

I, under penalty of perjury that the foregoing is true and correct. T his declaration has been executed **ON OCTOBER 4, 2019**

**HOLLISTER FREE LANCE
350 Sixth Street,
Hollister CA 95023**

/S/ Stacy Sutherland /
Legal Publications Specialist
Classified Advertising
Hollister Free Lance,
Gilroy Dispatch, Morgan Hill Times,
Phone # (408) 842-5079
Fax # (408) 842-3817
E-mail: ssutherland@newsvmmedia.com
Website: www.sanbenitocountytoday.com

**PUBLIC HEARING AND NOTICE OF INTENTION TO
PURCHASE REAL PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of San Benito, State of California to purchase a parcel of land, located on the south side of Buena Vista Road, across where Buena Vista Road makes a 90 degree turn to the North, located approximately 330 feet west of the City of Hollister (APN 019-230-002) in San Benito County for the sum of Three Hundred Ninety-Six Thousand Five Hundred Dollars (\$396,500.00), from Graniterock (the Seller), with the remainder of the fair market value of the property being donated to the County. The total acreage of the parcel of land to be acquired after a lot line adjustment will be roughly 6.3 acres

Interested persons may contact the Clerk of the Board, Janet Slibsager, 481 Fourth St, Hollister, CA 95023, 831-636-4000, ext. 13, or at jslibsager@cosb.us, to be sent a copy of the draft purchase agreement.

Please contact the County Counsel's Office for a legal description, at bthompson@cosb.us. CEQA: Exempt from CEQA.

NOTICE IS HEREBY GIVEN that the purchase of Real Property will be consummated by the Board of Supervisors of the County of San Benito, State of California, on **October 22, 2019, at 9:00 a.m.**, in the Board Chambers, County Administration Building, 481 Fourth Street, Hollister, CA 95023. No obligation will arise against the County and in favor of the Seller with respect to the purchase of Real Property described herein until the Board of Supervisors approves the purchase on the date named above.

Janet Slibsager, Clerk of the Board

Date: September 13, 2019
Publish, September 20, 2019, September 27, 2019, and
October 4, 2019.

(PUB HF 9/20, 9/27, 10/4)



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: 19.

MEETING DATE: 10/22/2019

DEPARTMENT: BEHAVIORAL HEALTH

DEPT HEAD/DIRECTOR: Alan Yamamoto

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 810

SUBJECT:

BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO

Accept informational presentation for the County Behavioral Health Center providing a summary of the fiscal considerations, including the financing plan to support the construction of a new and larger Behavioral Health Department facility and construction overview.

SBC FILE NUMBER: 810

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The Board of Supervisors requested an update on the Behavioral Health Center on the October 8, 2019 Board of Supervisors Meeting. The San Benito County Behavioral Health Department (BH) has initiated the process of constructing a larger building to accommodate the BH Department's current and future staff growth required to meet the current and future demands for services. It has been a goal of the Behavioral Health Department for many years to construct a larger facility to house the expansion of service programs to serve the growing needs of our County's Residents.

Cost

The Behavioral Health Department has historically and remains a very fiscally secure department and not dependent on County General Funds to operate. The current construction boom market place, however, has made construction more expensive than previous years, and our department independent of County General funding assistance will require outside financing funding for a project of this magnitude. The completion of the BH building project is estimated by using a final cost calculation based on a high-end estimate of \$14,088,000.

COP

The County will be financing the Behavioral Health project through the issuance of Certificates of Participation (COPs), a borrowing tool commonly utilized by California counties for capital financings. The County issued COPs for 2019 for the construction of the jail facility and will be going through the same process for the Behavioral Health Center.

Timeline

County staff, along with the financing team, will present the County's information to Standard & Poor's on the week of December 2nd. The County Board of Supervisors will be presented with the Financing resolution and form of bond and disclosure documents on the Board meeting December 10th. Closing of the COPs is expected in the last week of January. Attached is the preliminary draft financing schedule.

Repayment

The BH Department is planning to pay for the new BH building construction with funds generated through the initiation of a Bond and also a combination of MHSA (Mental Health Services Act) funds that will create the additional construction financing required.

A significant portion of the MHSA funds to be accessed for a new BH building are funds allocated through the MHSA that were explicitly designated by regulation for Capital Facilities (a BH building) and also MHSA funds that are by MHSA regulation permitted to be transferred to the MHSA Capital Facilities category for BH building construction/debt servicing.

It has been documented over many years through BH Department annual budget narrative submissions, Board of Supervisor approved annual MHSA plans and in many and various public meetings that the BH Department has a Goal of expanding BH service programs, with County staff who would require and be housed in a new building large enough to accommodate those expansions.

Additionally, throughout those years of maintaining the vision of someday realizing the achievement of that Goal, the BH Department has been accruing MHSA funds in the amounts that MHSA regulations permit to be transferred and deposited into the categorical MHSA Capital Facilities component. MHSA regulations allow 20% of each most recent five years of averaged unspent funds from several categories of MHSA component funding to be transferred to the MHSA Capital Facilities funds category. For a significant number of years, the BH Department has transferred funds to the Capital Facilities component to have funds available for the construction of a new facility. See attached memo for additional information.

BUDGETED:

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

Accept informational presentation for the Behavioral Health Center.

ADDITIONAL PERSONNEL:**ATTACHMENTS:**

Description	Upload Date	Type
Behavioral Health Department Memo	10/15/2019	Cover Memo
BH Bldg Funding Tables	10/15/2019	Backup Material
Draft 2020 COPs Financing Schedule	10/15/2019	Backup Material
Power Point Presentation	10/16/2019	Presentation

**SAN BENITO COUNTY
BEHAVIORAL HEALTH DEPARTMENT**

ALAN YAMAMOTO, LCSW
Director

1131 San Felipe Rd • Hollister, CA 95023 • Phone: 831-636-4020
Toll Free: 1-888-636-4020 Fax: 831-636-4025

Date: October 15, 2019

To: San Benito County Board of Supervisors

From: Alan Yamamoto, LCSW
County Behavioral Health, Director,

Gabriel Orozco,
Accountant III

Subject: Agenda Information Transmittal- Staff Report for New Behavioral Health Bldg.,
including Funding for Project Debt Servicing

The San Benito County Behavioral Health Department (BH) has initiated the process of constructing a larger building to accommodate the BH Department's current and future staff growth required to meet the current and future demands for services. It has been a goal of the Behavioral Health Department for many years to construct a larger facility to house the expansion of service programs to serve the growing needs of our County's Residents.

The Behavioral Health Department has historically and remains a very fiscally secure department and not dependent on County General Funds to operate. The current construction boom market place, however, has made construction more expensive than previous years and our department independent of County General funding assistance will require outside financing funding for a project of this magnitude. The completion of the BH building project is estimated by using a final cost calculation based on a high end estimate \$14,088,000.

The BH Department is planning to pay for the new BH building construction with funds generated through the initiation of a Bond and also a combination of MHSA (Mental Health Services Act) funds that will generate the additional construction financing required.

A significant portion of the MHSA funds to be accessed for a new BH building are funds allocated through the MHSA that were specifically designated by regulation for Capital Facilities (a BH building) and also MHSA funds that are by MHSA regulation permitted to be transferred to the MHSA Capital Facilities category for BH building construction/debt servicing.

It has been documented over many years through BH Department annual budget narrative submissions, Board of Supervisor approved annual MHSA plans and in many and various public meetings that the BH Department has a Goal of expanding BH service programs, with County staff who would require and be housed in a new building large enough to accommodate those expansions.

Additionally, throughout those years of maintaining the vision of someday realizing the achievement of that Goal, the BH Department has been accruing MHSA funds in the amounts that MHSA regulations permit to be transferred and deposited into the categorical MHSA Capital Facilities component. MHSA regulations allow 20% of each most recent 5 years of averaged unspent funds from several categories of MHSA component funding to be transferred to the MHSA Capital Facilities funds category. For a significant number of years the BH Department has transferred funds to the Capital Facilities component in order to have funds available for the construction of a new facility.

Recent and current activities generated by initiation of the BH building project are being paid for with these and other funds. For example, MHSA Capital Facilities funds were used two years ago to purchase the future new BH building site, approximately two (2) acres of land adjacent to the current BH Department outpatient clinic location. The BH Department, RMA and County Administration also executed Board of Supervisor approved contracts with the HY (Hybsner & Yamauchi) architectural firm to design a larger Behavioral Health building, also a contract with Vanir Construction Management to provide oversight/management of the project, a contract with KNN Public Financing for Bond Financing implementation work and a contract with Jones Hall Law Corp for bond related legal work.

It is estimated that there remains approximately \$3.5 million of funds currently in the Capital Facilities account to date, to fund a portion of the projected new BH building project cost. Also the MHSA funds permitted to be transferred to the Capital Facilities account will continue to be available for ongoing transfer to assist in paying for the ongoing Bond debt servicing costs.

It is also known that when the new BH building is completed and current and future staff are utilizing the building for operating of service delivery programs that a significant percentage of costs incurred for service delivery programs operations is the cost of housing staff. The significance of being permitted to utilize MHSA funds derived from other MHSA funding categories designated specifically for service delivery costs permits those other MHSA funding categories to be available to finance the costs of housing BH staff. This event releases a portion of those MHSA service delivery funds for Bond debt servicing. This is the equivalent for example of paying rent to house program operations staff, which is what the BH Department currently does at a cost of \$16,693 monthly, a cost credited as service programs operations costs.

This particular aspect of MHSA funding availability has been addressed in previous years of BH Department budget narratives and various meetings to inform of the concept that MHSA funds that are not utilized to obtain a larger building and also to expand services and house additional

service delivery staff required for that purpose, will also put in jeopardy MHSA service delivery program funds not being spent on the cost of expanded service delivery programs.

For those not familiar with aforementioned frequent references to MHSA funds, the passage of Proposition 63 (now known as the [Mental Health Services Act](#) (MHSA) occurred in November 2004. The MHSA imposes a 1% income tax levied on claimed personal income in excess of \$1 million annually. Statewide, the MHSA was projected to generate approximately \$254 million in fiscal year 2004-05, \$683 million in 2005-06 and increasing amounts thereafter based on the anticipated growth of personal wealth of Californians. Much of the funding is provided to county mental health programs to fund programs consistent with their local plans. This funding is allocated to the Counties and it is split into 5 different component categories of funding, Community Services and Support (CSS), Prevention and Early Intervention (PEI), Innovation (INN), Workforce Education and Training (WET) and Capital Facilities and Technological Needs (CFTN).

(Reference attached table of San Benito MHSA, Sample Years of Previous MHSA Annual Allocations and Projected Sample of Future Years of MHSA Allocations)

(Reference attached Sample Years of 20% Transfers and Projection Estimate of Future Funds Transfers Planned)

(Reference attached, Bond Debt Servicing Tables)

Benito MHSA, Sample Years of Previous MHSA Annual Allocations and Projected Sample of Future Years of MHSA Allocations

Fiscal Year	MHSA Funding*	
2012-2013	\$ 2,520,571.00	Actual
2013-2014	\$ 2,436,354.00	Actual
2014-2015	\$ 3,394,414.00	Actual
2015-2016	\$ 2,922,328.00	Actual
2016-2017	\$ 3,523,951.00	Actual
2017-2018	\$ 3,734,424.00	Actual
2018-2019	\$ 3,919,985.00	Actual
2019-2020	\$ 4,115,984.25	Projected
2020-2021	\$ 4,321,783.46	Projected
2021-2022	\$ 4,537,872.64	Projected
2022-2023	\$ 4,764,766.27	Projected
2023-2024	\$ 5,003,004.58	Projected
*Based on DHCS - MHSA Division Table		

Sample Years of 20% Transfers and Projection Estimate of Future Funds Transfers Planned

Fiscal Year Transfer	Capital Tech Possible Transfers		
2017-2018	\$ 591,904.72		
2018-2019	\$ 640,458.84		
2019-2020	\$ 699,804.08		
2020-2021	\$ 728,666.89		
2021-2022	\$ 784,645.11		
2022-2023	\$ 825,201.97		
2023-2024	\$ 866,415.66		

Bond Debt Servicing Tables

FY	Total Payment	Monthly
2021	\$ 554,838.00	\$ 46,236.50
2022	\$ 556,337.00	\$ 46,361.42
2023	\$ 557,338.00	\$ 46,444.83
2024	\$ 557,838.00	\$ 46,486.50
2025	\$ 552,963.00	\$ 46,080.25
Average	\$ 555,862.80	\$ 46,321.90
CFTN Average Transfer	\$ 733,871.04	\$ 61,155.92



San Benito County 2020 Certificates of Participation

(Behavioral Health Facility)
(As of October 15, 2019)

September 2019							October 2019							November 2019							December 2019							January 2020							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7			1	2	3	4	5							1	2	1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9		8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16		15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23		22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30						27	28	29	30	31			24	25	26	27	28	29	30		29	30	31					26	27	28	29	30	31	

Date	Activity	Responsibility
Tuesday, October 15 th	Follow-up information due to BC/DC.	County, MA
Friday, October 18 th	Second draft of bond and disclosure documents circulated for review.	BC/DC
Thursday, October 24 th at 1:30 pm	Conference call to review second draft of bond and disclosure documents. Dial: 510-208-8281 Code: 796	All
Friday, October 25 th	Distribute initial draft of rating agency presentation for review.	MA
Week of October 28 th	Conference call to review initial draft of rating agency presentation.	County, MA
Friday, November 1 st	Third draft of bond and disclosure documents circulated for review.	BC/DC
	Agenda deadline for November 19 th Board of Supervisors meeting.	County
Week of November 4 th	Circulate revised draft of rating agency presentation for review.	MA
Monday, November 11 th	Veterans Day holiday.	All

Date	Activity	Responsibility
Thursday, November 28 th	Thanksgiving Day holiday.	All
Week of December 2 nd	Meeting/Conference call with Standard & Poor's.	County, MA
Tuesday, December 10 th	County Board of Supervisors approves Financing Resolution and form of bond and disclosure documents.	County
Week of December 16 th	Receive credit rating.	County
	Conference call to finalize NOS and POS.	All
Wednesday, December 25 th	Christmas Day holiday.	
Wednesday, January 1 st	New Year's Day holiday.	All
Week of January 6 th	Post and distribute POS and NOS.	MA
Week of January 13 th	Competitive sale of COPs.	All
Monday, January 20 th	Martin Luther King, Jr. Day holiday.	All
Week of January 21 st	Comments due to final OS and closing documents. Final OS printed and distributed.	All
Week of January 27 th	Closing.	All

County = San Benito County
 MA = KNN Public Finance, LLC
 BC = (Bond and Disclosure Counsel) Jones Hall, A Professional Law Corporation
 UW = (Underwriter) TBD
 P = (Printer) TBD
 All = Working Group

L:\San Benito.cty\COPs (Behavior Health Facility).20\Control\San Benito COPs Financing Schedule.doc



San Benito County Behavioral Health Center

Board of Supervisors Meeting
October 22, 2019



AGENDA

- Funding for the project/ repayment of COPs (BH)
- Total project cost (BH)
- Overview of the financing schedule (Admin)
- Construction schedule overview (Vanir)

Land Acquisition 2017



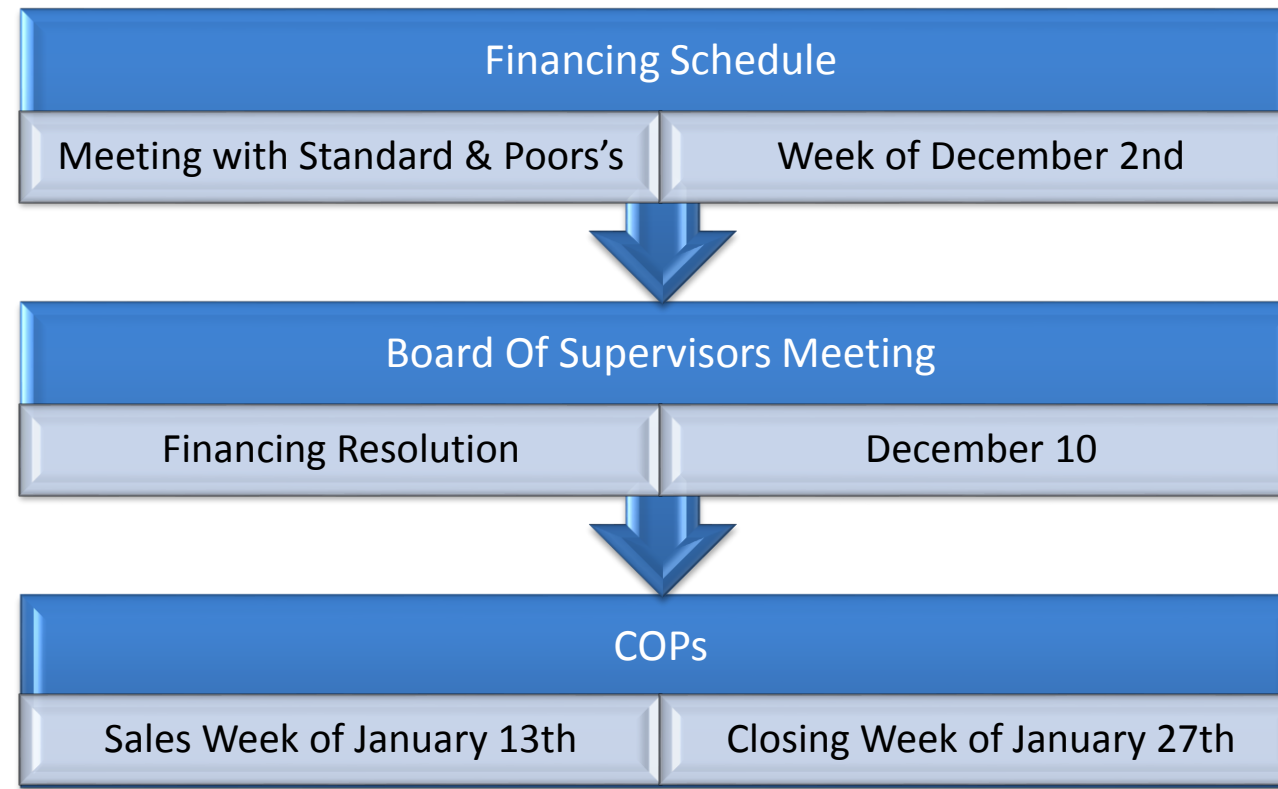
Location



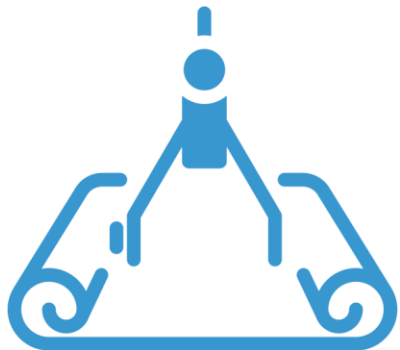
Certificate of Participation (COPs)



- ▶ Capital financing
- ▶ Jail Facilities 2019



Estimated cost \$14,088,000



AERIAL



REAR ENTRANCE AT STAFF BREAK ROOM



MAIN ENTRANCE



PATIENT HALLWAY



PATIENT LOBBY / WAITING AREA



PATIENT LOBBY / WAITING AREA



GROUP ROOM



CLINICIAN OFFICE



STAFF CORRIDOR AT INTERIOR COURTYARD



PATIENT HALLWAY

FUNDING



Fiscal Year	MHSA Funding*	
2012-2013	\$ 2,520,571.00	Actual
2013-2014	\$ 2,436,354.00	Actual
2014-2015	\$ 3,394,414.00	Actual
2015-2016	\$ 2,922,328.00	Actual
2016-2017	\$ 3,523,951.00	Actual
2017-2018	\$ 3,734,424.00	Actual
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2023-2024	\$ 866,415.66		

FUNDING



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2022	\$ 556,337.00	\$ 46,361.42
2023	\$ 557,338.00	\$ 46,444.83
2024	\$ 557,838.00	\$ 46,486.50
2025	\$ 552,963.00	\$ 46,080.25
Average	\$ 555,862.80	\$ 46,321.90
CFTN Average Transfer	\$ 733,871.04	\$ 61,155.92

CONSTRUCTION SCHEDULE OVERVIEW



	Modular Building Bid Package	Site Bid Package
Complete Master Architect's Design (100% DD for Building & 100% CD for Site)	4 weeks, August 1, 2019	18 weeks, November 15, 2019 (incl. Agency Approvals)
Bid and Award Period	10 weeks total, November 4, 2019	10 weeks total, February 17, 2020
Bid Start	August 1, 2019	November 15, 2019
Pre-Bid Meetings	August 15, 2019	December 2, 2019
RFBI's Due By	September 4, 2019	January 9, 2020
Last Addendum Released	September 9, 2019	January 13, 2020
Bids Due	September 12, 2019	January 16, 2020
Bidders Notified	September 13, 2019	January 17, 2020
Bonds/Insurances Review	October 13, 2019	January 23, 2020
BOS Approval	October 22, 2019	February 4, 2020
Notice to Proceed (NTP)	October 23, 2019	February 5, 2020
Start Design/Construction	November 4, 2019	February 17, 2020
Complete Modular Building Design	10 weeks, January 16, 2020	n/a
Receive Agency Approval for Modular Building	10 weeks, April 1, 2020	n/a
Start Modular Building Fabrication (in Shop)	April 2, 2020	n/a
Complete Engineered Building Pad	n/a	6 weeks, April 1, 2020
Complete Modular Building Fabrication (in Shop)	16 weeks, August 1, 2020	n/a
Deliver Modular Building sections to Site	2 weeks, August 15, 2020	n/a
Complete Modular Building and Site Packages	6 Months, January 15, 2021	6 Months, September, 2020

Questions and Answers



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: 20.

MEETING DATE: 10/22/2019

DEPARTMENT: COUNCIL OF GOVERNMENTS

DEPT HEAD/DIRECTOR: Mary Gilbert

AGENDA ITEM PREPARER: Veronica Lezama, Project Manager

SBC DEPT FILE NUMBER: 1035

SUBJECT:

COUNCIL OF GOVERNMENTS - M. GILBERT

Receive presentation and comment on Draft Airport Land Use Compatibility Plan for the Frazier Lake Airpark and Draft Initial Study for a Proposed Negative Declaration.

SBC FILE NUMBER: 1035

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Airport Land Use Commissions (ALUC's) have been established for all counties with public use airports within the State of California, under Division 9, Part 1, Chapter 4, Article 3.5 (§§21670-21679.5) of the Public Utilities Code. The Council of San Benito County Governments (COG) has been designated as the ALUC for San Benito County. ALUC's are formed with the specific intent of implementing State law regarding compatibility between public airports and surrounding land uses. The purpose of ALUC's is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports.

COG was formed in 1973 through a Joint Powers Agreement among the City of Hollister, City of San Juan Bautista, and the County of San Benito, and consists of a five-member board that includes two representatives from the County Board of Supervisors, two representatives from the Hollister City Council, and one representative from the San Juan Bautista City Council.

Pursuant to Public Utilities Code §§21674.7 and 21675, the ALUC has the basic function of preparing Airport Land Use Compatibility Plans (*Compatibility Plan*) for each public airport within San Benito County, including the Frazier Lake Airpark, in accordance with the provisions of the California Airport Land Use Planning Handbook, which is published by the California Department of Transportation Division of Aeronautics. The *Compatibility Plan* promotes compatibility between the Frazier Lake Airpark and the land uses surrounding it. This function is accomplished through establishment of a set of compatibility criteria applicable to new development proposed around the Airpark. All development projects proposed within the Airport Influence Area for Frazier Lake Airpark are subject to ALUC review. Geographically, the *Compatibility Plan* pertains to lands within the jurisdiction of San Benito County. However, neither the *Compatibility Plan* nor the ALUC have authority over existing land uses, approval or disapproval of projects, or control over airport operations. ALUC can only find a proposed project as either *Consistent* or *Inconsistent* with the *Compatibility Plan*.

Over the last several months, ALUC has been working on the preparation of the Airport Land Use Compatibility Plan for Frazier Lake Airpark (*Compatibility Plan*). ALUC's Board of Directors released the draft *Compatibility Plan* and Draft Initial Study for a Proposed Negative Declaration at their September 19, 2019 meeting (Attachment 1 and 2). The official Draft Plans are posted at this website, <http://sanbenitocog.org/aluc/>.

As part of the development of the Plan, Airport Land Use Commission staff established a Project Development Team composed of San Benito County Planning Department staff, the Airport Manager for the Frazier Lake Airpark, and Aviation Consultant Walter Windus, to formulate the enclosed *Compatibility Plan*. In addition to establishing a Project Development Team, ALUC staff conducted the following preliminary public outreach to ensure early community engagement.

- Developed project website <http://sanbenitocog.org/aluc/>.
- Mailed a project information letter to property owners located within the Airport Influence Area.
- Placed two 4' x 8' bilingual project signs (May – October) at locations near Frazier Lake Airpark.
- Held one-on-one meetings with property owners.
- Presented to the Frazier Lake Airpark Board of Directors.
- Prepared a press release notifying the public of the availability of the documents.

Upon ALUC's adoption of the *Compatibility Plan*, the County, as the agency with land use authority for the land surrounding the Airpark, has the responsibility to enforce the *Compatibility Plan*. Specifically, Government Code Section §65302.3(b) mandates the County to incorporate *Compatibility Plan* provisions into its General Plan and/or Specific Plans within 180 days of the Plan being adopted by ALUC. The *Compatibility Plan* provides sample documents and guidance steps to implement the *Compatibility Plan* by the County of San Benito.

Below is the *Compatibility Plan* project timeline.



	2019
ALUC Board of Directors releases draft Compatibility Plan & Draft Initial Study	September 19
Public comment period opens	September 20
Public outreach:	September -October
<ul style="list-style-type: none"> • Press release https://benitolink.com/public-notice/san-benito-county-aluc-releases-the-draft-airport-land-use-compatibility-plan-for-frazier-lake-airpark-compatibility-plan-for-public-comment/ 	September
<ul style="list-style-type: none"> • Board of Supervisors – Receives Draft Plans 	October 8
<ul style="list-style-type: none"> • County Planning Commission Presentation 	October 16
<ul style="list-style-type: none"> • Board of Supervisors Presentation 	October 22
<ul style="list-style-type: none"> • Public hearing on draft Compatibility Plan & draft Initial Study is set for 3:30 PM, or as soon as the matter may be heard, at the ALUC's regularly scheduled meeting at the County Board Chambers located at 481 Fourth Street, Hollister. 	October 17
Public comment period closes	November 4
ALUC Board of Directors considers adoption of Compatibility Plan and Initial Study	December 19

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

There is no financial impact to San Benito County.

STAFF RECOMMENDATION:

Receive presentation and comment on Draft Airport Land Use Compatibility Plan for the Frazier Lake Airpark and Draft Initial Study for a Proposed Negative Declaration.

ADDITIONAL PERSONNEL:

ATTACHMENTS:**Description**

Draft Airport Land Use Compatibility Plan for Frazier Lake Airpark
Draft Initial Study for a Proposed Negative Declaration

Upload Date

10/11/2019
10/11/2019

Type

Backup Material
Backup Material



AIRPORT LAND USE COMPATIBILITY PLAN

FRAZIER LAKE AIRPARK



SAN BENITO COUNTY
AIRPORT LAND USE COMMISSION
HOLLISTER, CALIFORNIA
DRAFT August 15, 2019

AIRPORT LAND USE COMPATIBILITY PLAN
SAN BENITO COUNTY

FRAZIER LAKE AIRPARK

Draft Amendment
5/24/2019
WBW

Prepared For
SAN BENITO COUNTY
AIRPORT LAND USE COMMISSION
Hollister, California
August 15, 2019

ALUC Board of Directors

ALUC Board

César E. Flores, Chair
City of San Juan Bautista

Jim Gillio, Vice Chair
San Benito County Board of Supervisors

Anthony Botelho
San Benito County Board of Supervisors

Marty Richman
Hollister City Council

Ignacio Velazquez
Hollister City Council

Mission Statement

The mission of the San Benito Airport Land Use Commission (ALUC) is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

ALUC AGENCY STAFF

Mary Gilbert
Executive Director

Veronica Lezama
Project Manager

Prepared by
Walter B. Windus, PE
Aviation Consultant
Saratoga, California
(408) 255-1917

ACKNOWLEDGEMENTS

The author gratefully acknowledges the contributions made by those below in the development of this document.

Original cover design - Ashley Hall

Cover airport photo - Tom Reeves

Cover revisions - Hamilton

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Section 1

1 INTRODUCTION AND BACKGROUND

1.1 PURPOSE AND SCOPE

This Airport Land Use Compatibility Plan (ALUCP) is intended to safeguard the general welfare of the inhabitants within the vicinity of the Frazier Lake Airpark (also referred to as the "Airport" throughout this report). This ALUCP is also intended to ensure that surrounding land uses do not affect the Airport's continued operation for the next twenty-year planning period.

Specifically, the ALUCP seeks to protect the public from the adverse effects of aircraft noise, to ensure that people and facilities are not concentrated in areas susceptible to aircraft accidents, and to ensure that no structures or activities adversely affect navigable airspace. The implementation of this ALUCP is expected to prevent future incompatible development from encroaching on the Airport and allow for its development in accordance with the 1984 Frazier Lake Airpark Layout Plan that was approved by San Benito County (the County) in October 1984 and that was approved by the Caltrans Division of Aeronautics (Caltrans) on July 18, 1984.

The aviation activity forecasts for the Airport were updated to reflect the existing (2018) aviation activity and provide at least a 20-year forecast of activity. The updated aviation activity forecasts formed the basis for preparation of 2038 aircraft noise contours. The Airport Layout Plan and updated aviation activity forecasts and 2038 aircraft noise contours formed the basis for preparation of this ALUCP.

1.2 LEGAL AUTHORITY

The Public Utilities Code of the State of California (PUC), Sections 21670 et seq. authorizes each county to establish an Airport Land Use Commission (ALUC) and defines its range of responsibilities, duties and powers. The San Benito County Council of Governments has assumed the duties and responsibilities of the Airport Land Use Commission. The composition of the ALUC includes two members from the county, two members from the City of Hollister, and one member from the City of San Juan Bautista.

Section 21675 requires the ALUC to formulate and maintain a Airport Land Use Compatibility Plan (ALUCP) for the area surrounding each public-use airport within San Benito County. An ALUCP may also be developed for a military airport at the discretion of the ALUC. The County has two public-use airports, Frazier Lake Airpark, and the Hollister Municipal Airport. Section 21675 also specifies that comprehensive land use plans will:

- (a) *... provide for the orderly growth of each public airport and the area surrounding the airport within the jurisdiction of the commission, and will safeguard the general welfare of the inhabitants within the vicinity of the airport and the public in general. The commission airport land use compatibility plan shall include and shall be based on a long-range master plan or an airport layout plan, as determined by the Division of Aeronautics of the Department of Transportation that reflects the anticipated growth of the airport during at least the next 20 years. In formulating an airport land use compatibility plan, the commission may develop height restrictions on buildings, specify use of land, and determine building standards, including soundproofing adjacent to airports, within the airport influence area. The Airport Land Use Compatibility Plan shall be reviewed as often as necessary in order to accomplish its purposes, but shall not be amended more than once in any calendar year.*

1.3 BACKGROUND AND HISTORY

Legislation passed by the State of California in 1967 mandated the creation of an Airport Land Use Commission in each county that had an airport served by a scheduled airline or operated for use by the

general public. In conformance with this legislation the San Benito Council of Governments (COG), an existing decision-making body with representation from the City of Hollister, the City of San Juan Bautista and the County of San Benito, was designated to be the Airport Land Use Commission (ALUC) for San Benito County by the Board of Supervisors. After certification by the California Secretary of State, the Airport Land Use Commission officially came into existence in San Benito County in 1989.

The San Benito County Council of Governments is composed of two representative from the County of San Benito, two representatives from the City of Hollister, and one representative from the City of San Juan Bautista. Each of these agencies has one alternate COG member.

1.4 CONTENTS OF THE AIRPORT LAND USE COMPATIBILITY PLAN

The Airport Land Use Compatibility Plan contains several major elements:

- The existing and planned-for facilities at the Airport that are relevant to preparing the ALUCP;
- Appropriate noise, height, and safety policies and land use compatibility standards;
- Specific findings of compatibility or incompatibility with respect to existing land uses, proposed General Plan land uses, or existing zoning controls; and
- Specific actions that need to be taken to make the County of San Benito General Plans, Specific Plans, Master Plans and/or Zoning Ordinances consistent with the Airport Land Use Compatibility Plan.

The ALUCP establishes an airport land use planning area, referred to as the Airport Influence Area (AIA) (Figure 3), which sets the boundaries for application of ALUC Policy. The ALUCP contains the relevant policies for land use compatibility and specific findings of compatibility or incompatibility of land uses within the AIA. Of particular interest to the ALUC are areas "not already devoted to incompatible uses" and, more specifically, undeveloped lands within the AIA. The planning effort is focused on identifying these lands because the policies and standards of the plan are intended to control the compatibility of future development in these areas.

The ALUCP is not intended to define allowable land use for a specific parcel of land, although the plan establishes development standards or restrictions that may limit or prohibit certain types of uses and structures on a parcel. The ALUCP is not retroactive with respect to existing incompatible land uses, but discusses actions to be taken when expansion, replacement or other significant changes are made to incompatible land uses.

The ALUCP does not apply to property owned by the federal government but may be used as a planning guide for land use development.

1.5 TECHNICAL REFERENCE DOCUMENT

A separate Technical Reference Library is being maintained by the County of San Benito. That Technical Reference Library along with the hyperlinks in the bibliography, and the Appendices in the 2012 Hollister ALUCP, are the major reference documents associated with the land use compatibility planning criteria in this ALUCP. The documents will be available for review at San Benito County Planning Office.

2 FRAZIER LAKE AIRPARK AND ENVIRONS

2.1 AIRPORT ROLE

Frazier Lake Airpark is geographically located in the northwest area of San Benito County approximately 8 miles northwest of Hollister, 40 miles southeast of San Jose, and 40 miles northeast of Monterey. The Airport is located on 156 acres of land, at an elevation of 153 feet above mean sea level. The Airport is owned and operated by the Frazier Lake Airpark Corporation. The location of the Airport with respect to nearby communities and other airports is illustrated on Figure 1.

Frazier Lake Airpark is unique in two respects; one of its runways is irrigated turf, the other runway surface is water. The turf runway attracts pilots from other airports due to the unique experience of landing on a grass surface and is the only public-use irrigated turf runway in the state.

The water runway is used both by based seaplanes, and transient seaplanes needing a rest stop or sanctuary from adverse weather conditions. It is also used as mitigation to reduce rain water runoff from the developed surfaces on the airport, and by the County Vector Control District as an incubator for mosquito fish. Cal-Fire has had helicopters use it as a source of water for fire fighting in the area. The water runway is the only manmade FAA approved water runway in the western United States.

Frazier Lake Airpark is classified as a General Aviation Airport per the definitions in the FAA NPIAS report although it is not listed in this report. General Aviation Airports are airports that do not have scheduled commercial air-carrier service. General Aviation Airports are the most convenient source of air transportation for about 19 percent of the U.S. population and are particularly important to rural areas based on the latest publication of the Federal Aviation Administration's (FAA) *National Plan of Integrated Airport Systems* (NPIAS) (2017-2021). Caltrans Division of Aeronautics identifies and lists the Airport as a Community Airport in their *2016 California Aviation System Plan*.

Publicly owned Hollister Municipal Airport (included in the NPIAS) is the nearest airport to Frazier Lake Airpark. Hollister Municipal Airport is located approximately 6 nautical miles southeast of Frazier Lake Airpark in the City of Hollister. Hollister Municipal Airport offers general aviation service and support facilities and is the only other public-use airport in the County. Other public-use airports in the region include the San Martin Airport, located 10 nautical miles to the northwest; the Watsonville Municipal Airport, located 16 nautical miles to the west; and the Salinas Municipal Airport located 19 nautical miles to the south.

The Airport has been used by aircraft from Hollister Municipal Airport as a temporary basing site during the times when Hollister Municipal Airport was not available for use.

2.2 AIRPORT LAYOUT PLAN

The first Frazier Lake Airpark Airport Layout Plan was approved by the Caltrans Division of Aeronautics on July 18, 1984. The current Airport Layout Plan (ALP), illustrated on Figure 2, delineates the layout of existing and proposed airport facilities. This ALP has been reviewed by the FAA and was accepted by the Burlingame office on February 22, 2001. This Airport Layout Plan was also submitted to Caltrans for their review and was accepted on March 29, 2001. The Caltrans-approved ALP is used by Caltrans for Airport Improvement Program (AIP) grant funds for eligible construction and development projects. FAA approval is a prerequisite for an instrument approach procedure to the Airport.

Selected data about the existing Airport facilities and information about its planned development are presented in the following paragraphs.

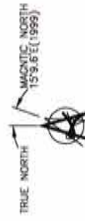
Frazier Lake Airpark

P.O. BOX 310 SAN MARTIN, CA 95406

LOCATION MAP

LEGEND

	INTERSTATE HIGHWAY		AIR CARRIER AIRPORT
	U.S. HIGHWAY		GENERAL AVIATION AIRPORT
	CALIFORNIA STATE HIGHWAY		

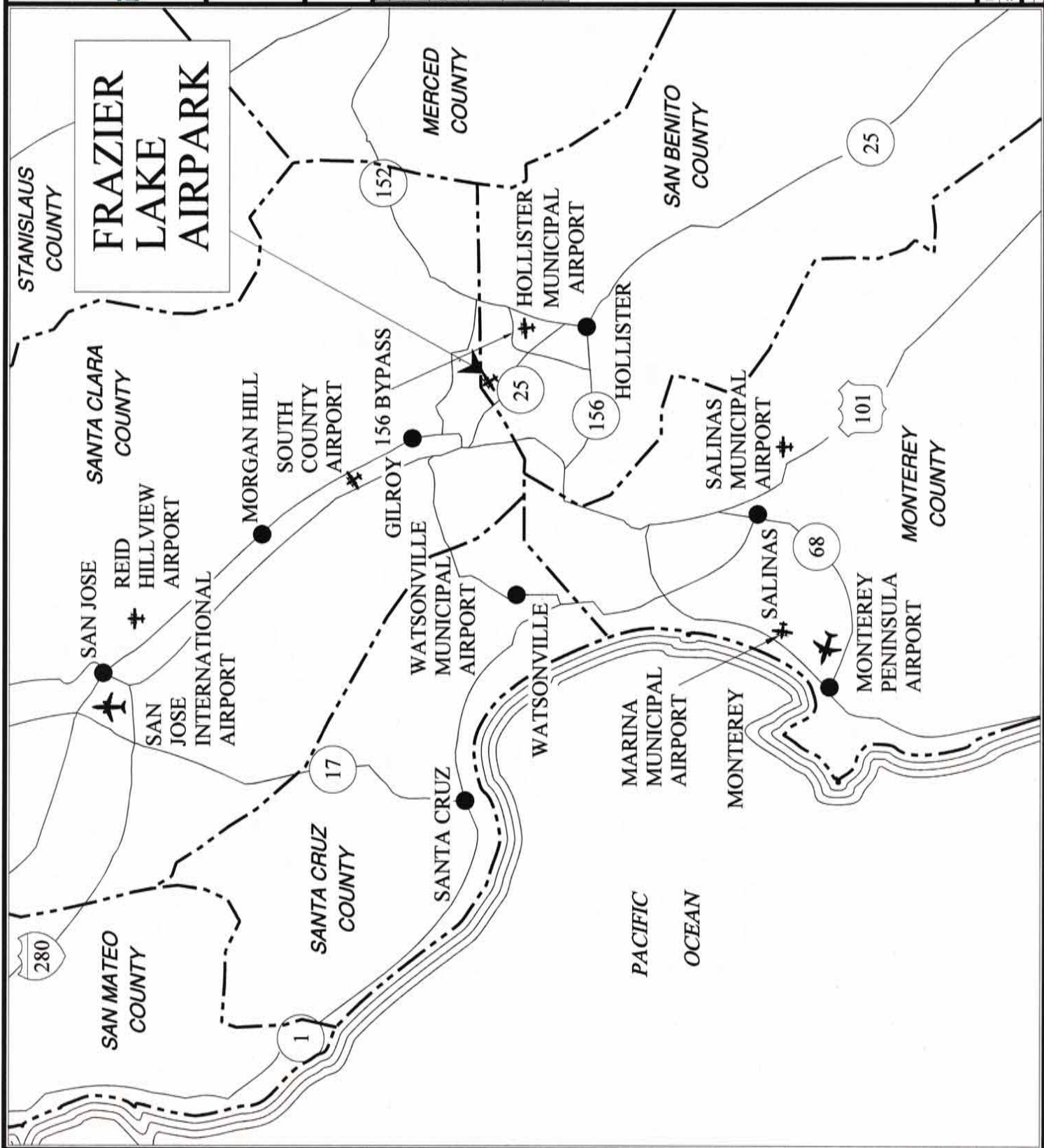


NOTE: NO GRAPHIC SCALE

THIS DRAWING IS FOR PLANNING PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION OR NAVIGATIONAL PURPOSES.

T ARIES CONSULTANTS LTD.

FRAZIER LAKE AIRPARK	PROJECT NO.	1
SAN BENITO COUNTY, CALIFORNIA	NAME FILED	NO. 4170-04
	DATE	12-13-99
	PLOT SCALE	1"=52,000'



NOTE:

[illegible]

BEAVER LAKE AIRPARK

VARIES CONSULTANTS LTD.

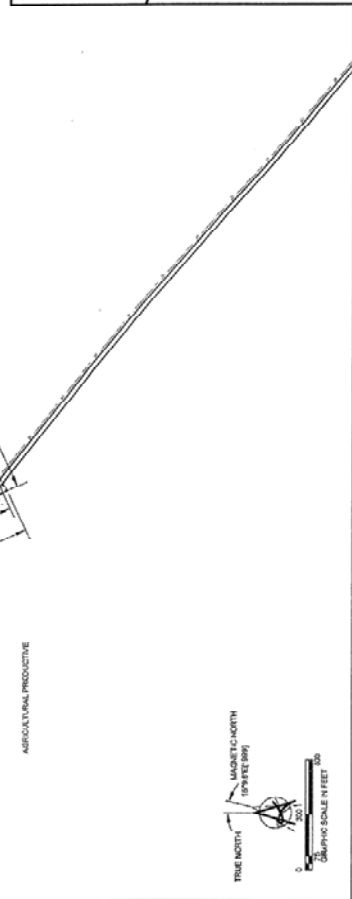
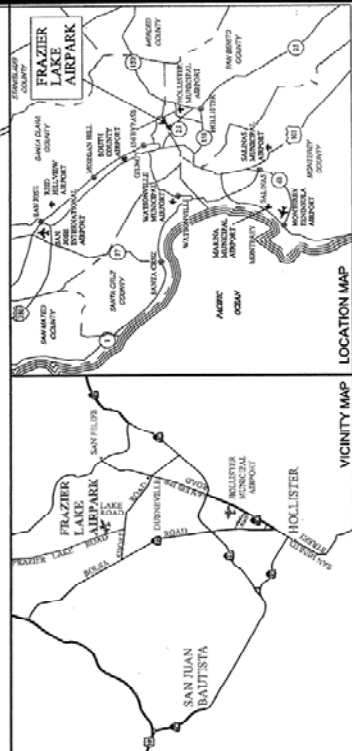
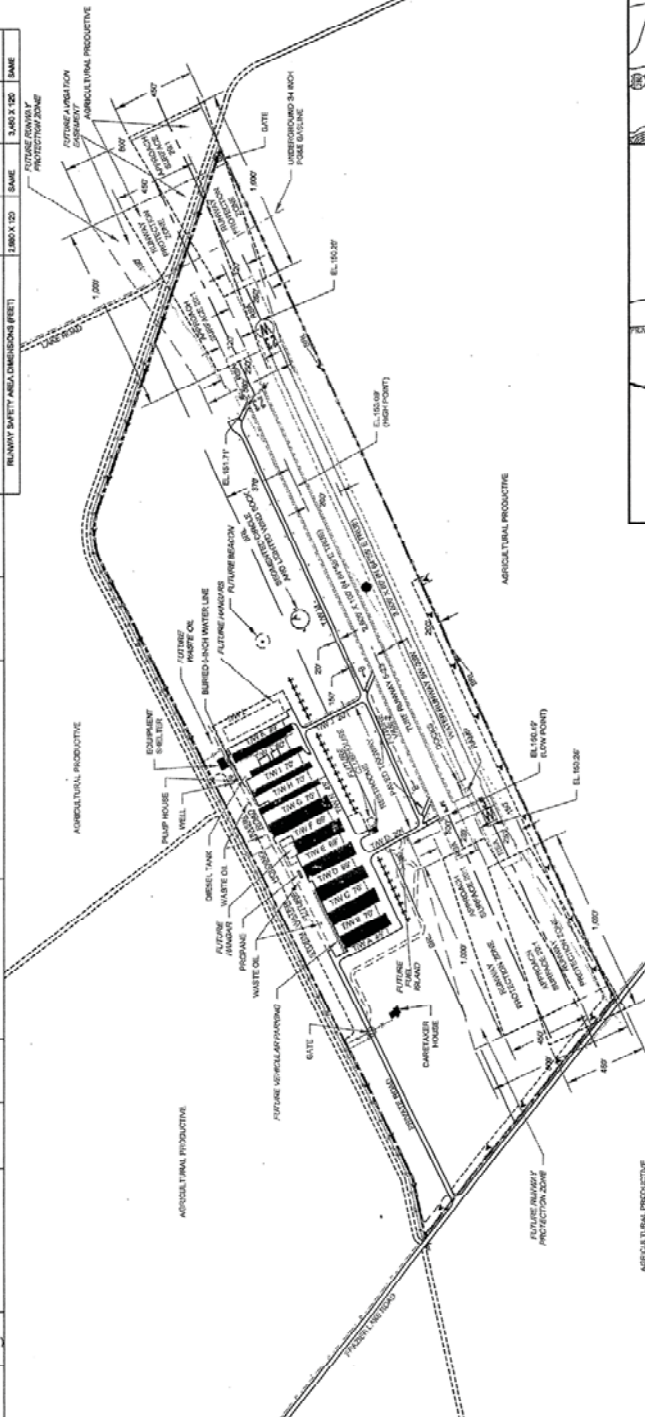
FRAZIER LAKE AIRPARK	SHEET 1
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SAN BENITO COUNTY CALIFORNIA

DATE: 08/08/2010	TIME: 13:00:30
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DATE: 11-20-00	PLOT SCALE: 1=300
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LEGEND				AIRPORT DATA				RUNWAY DATA				RUNWAY END COORDINATES (NAD 83)			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	Runway		Taxiway		Gate		Latitude		Longitude		Elevation		Effective Gradient		Width
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2.2.1 Existing Airport Facilities

The existing airfield consists of two parallel runways, Runways 5-23 and 5W-23W. Runway 5-23 is an irrigated grass surface 2,500 feet long by 100 feet wide. This runway is equipped with low intensity runway lights (LIRLs), with runway end identifier lights (REILs) on Runway 23. Runway 5W-23W is a waterway (seaplane lane) 3,000 feet long by 60 feet wide by 24 inches deep. This runway has no runway lights and is intended for daylight visual use only. The existing maximum gross weights of aircraft by gear configuration are as follows:

Runway	Aircraft Maximum Gross Weight (pounds)	
	Landplane	Seaplane
5-23	6,700 lbs.	
5W-23W		3,000 lbs

Federal Aviation Regulations (FAR) Part 77, Objects Affecting Navigable Airspace, defines imaginary surfaces that are used to identify obstructions to air navigation. The following tabular data shows the FAR Part 77 approach slopes, compared with existing obstacle/obstruction controlled approach slopes and other information relative to the controlling obstacle/obstructions based on the latest FAA Form 5010-1, Airport Master Record for Frazier Lake Airpark.

Controlling Obstacle/Obstruction:						
Location from Runway Threshold Related to Extended Runway Centerline						
Runway No.	Elevation	FAR Part 77 Slope	Actual Slope	Type of Obstruction	Height Above Runway Threshold	Location
5	153	20:1	33:1	Power Line	40E	1,350 feet along and on the extended runway centerline
23	153	20:1	50:1			
5W	151	20:1	27:1	Power Line	40E	1,100 feet along and feet left of the extended runway centerline
23W	151	20:1	50:1			

The FAA establishes Runway Protection Zones off each runway end to enhance the safety of aircraft operations and the protection of people and property on the ground. The following defines the size of the Runway Protection Zones for each runway.

Runway No.	Protection Zone	Length (feet)	Inner Width (feet)	Outer Width (feet)
5	Non-precision	1,000	500	800
23	Non-precision	1,000	500	800
5W	Visual	1,000	250	450
23W	Visual	1,000	250	450

Caltrans requires that the airport sponsor have adequate property interest in the Runway Protection Zones (RPZs) as a condition of receiving certain grants. Portions of the Runway 5 and 5W Runway Protection Zones are outside the Airport boundary.

The main entrance to the Airport is from Frazier Lake Road on the west side of the Airport. The aircraft basing areas are located on the northwest side of the Airport. There are 20 aircraft tiedown spaces and 94 hangars in this area. Services available at the Airport include restrooms, day camping and picnic facilities.

2.2.2 Future Airport Facilities

A GPS Instrument Approach is anticipated for Runway 5-23 within the 20-year planning period. (The FAA has indicated an eventual goal of at least one instrument approach for all public use airports.) There are two potential routes for these approaches to Frazier Lake Airpark, one coming from over the Hollister Airport for a circle-to-land approach, and the second coming from the west over the Carlyle Hills/Miller area, which would meet the FAA straight-in approach criteria with subsequent lower approach minimums. The missed approach departure paths could be either back over Hollister Airport, or back over the Carlyle Hills area or northwest over San Martin Airport. The Carlyle Hills departure would be preferred to avoid interference with IFR approaches to other airports in the area.

In addition, the 1980 San Benito County Airport Use Permit provides for additional facilities including hangars, tiedowns, an aviation fuel facility and a clubhouse facility.

2.3 AVIATION ACTIVITY

The original 1984 Frazier Lake Airpark Airport Layout Plan (ALP) is over 30 years old, and the forecast aviation activity is out of date. The 1981 Environmental Assessment/Environmental Impact Report for the Frazier Lake Airpark project (EA/EIR) stated that 100 aircraft would be based at the Airport. Aircraft noise contours prepared for EA/EIR were based on an estimated 110,000 annual aircraft operations. However, no technical analysis was presented in the EA/EIR to support this number of annual aircraft operations.

As the ALUCP is a 20-year planning document, the existing base year (2017) aviation activity was reviewed and updated aviation activity forecasts were prepared through the year 2038. A report on the forecast aviation activity was submitted to the County on September 28, 1999 for review and comment in preparation for development of the 2001 ALUCP. This same forecast is being used for this amended ALUCP. A summary of the existing and forecast aviation activity is presented in Table 2-1 and discussed in the following paragraphs.

2.3.1 Based Aircraft

The number of based operational aircraft at Frazier Lake Airpark is forecast to increase from 75 in 2017 to 123 by 2038 as shown in Table 2-1. (Over 50 percent of the existing based aircraft at the Airport in 2017 are registered to owners residing in Santa Clara County.) The growth in forecast-based aircraft at the Airport is due in part to the population increases forecast for the County. In addition, based on forecast employment data, over one-half the total population employed in the County by 2038 will be commuting to jobs or businesses located outside the County. This 150 percent increase in employment will contribute to a number of aircraft being relocated from other airports.

As the San Jose International Airport has expanded to accommodate increasing air carrier activity, general aviation based aircraft have been redistributed to other Bay Area airports. Some of these aircraft owners have moved their aircraft from San Jose International Airport and Palo Alto Airport to Frazier Lake Airpark.

As economic conditions improve, the pilots currently located at the Airport are likely to purchase an additional aircraft with different characteristics to allow them to enjoy a different aspect of flight activity.

2.3.2 Aircraft Operations

The number of annual aircraft operations at Frazier Lake Airpark, as presented in Table 2-1, is forecast to increase from an estimated 10,790 in 2017 to 23,990 by 2038.

Local Operations. Local operations are performed by aircraft operating in the local traffic pattern and aircraft departing for, or arriving from, local practice areas. These operations include training operations (referred to as touch-and-goes) by both aircraft based at the Airport and aircraft from other airports in nearby counties. (Frazier Lake Airpark is an attractive practice surface due to it having the only public use irrigated grass runway in California.) The local operations include the activities of based aircraft pilots maintaining their landing skills and activities of itinerant aircraft pilots who come to practice landing on the grass runway. Local operations also are forecast to include glider operations at the Airport.

Table 2 - 1

UPDATED AVIATION ACTIVITY FORECASTS

Frazier Lake Airport

2018–2038

	Base Year	Forecast				
	2017	2018	2023	2028	2033	2038
GENERAL AVIATION BASED AIRCRAFT						
Single-engine – piston	73	73	82	94	102	114
Single-engine – turbine	0	0	0	0	0	0
Multi-engine – piston	1	1	2	2	3	4
Multi-engine – turbine	0	0	0	0	0	0
Helicopter	0	0	1	2	3	3
Other (Gliders, Ultralights)	<u>1</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>
Total based aircraft	75	75	87	100	111	124
AIRCRAFT OPERATIONS						
General aviation						
-Itinerant	7,190	7,190	8,640	10,600	13,030	15,990
-Local	<u>3,600</u>	<u>3,600</u>	<u>4,320</u>	<u>5,300</u>	<u>6,510</u>	<u>8,000</u>
Subtotal – general aviation operations	10,790	10,790	12,960	15,900	19,540	23,990
Air Taxi	0	0	0	0	0	0
Military	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total operations	10,790	10,790	12,960	15,900	19,540	23,990
OPERATIONS PER BASED AIRCRAFT						
	144	144	149	159	176	195

Source: *Airport Management*

Local operations are forecast to remain constant at 33 percent of total general aviation aircraft operations and will continue to account for the smaller number of general aviation operations.

Itinerant Operations. Itinerant operations are conducted by aircraft that takeoff from one airport and land at another airport, or the reverse. They include the operations of aircraft based at the Airport and flights of other aircraft to and from the Airport. The itinerant operations at the Airport include aircraft based on the airport used for personal business and recreational activities. These types of aircraft operations include multiengine aircraft such as the Beech Baron, single-engine seaplanes and single-engine land planes. Several antique military aircraft such as the Stearman PT-13, Navy N3N, Aeronca L2, Stinson L5, Ryan PT-22 and Vultee BT-13 are also based at the Airport and are on display as a museum several times during the year. The operations of these aircraft are included in itinerant operations when the aircraft are taken to airshows outside the area. Other activities, including rides in these older aircraft, are included in the local operations described above.

2.3.2.1 General Aviation

The number of annual aircraft operations at Frazier Lake Airpark, as presented in Table 2-1, is forecast to increase from an estimated 10,790 in 2017 to 23,990 by 2038.

2.3.2.2 Air Taxi

In 2017 there were no Air Taxi operations at the Airport. Air taxi operations include the unscheduled "for hire" operations carrying passengers and cargo to and from the area including any operations by bank couriers or other small package carriers. Based on discussions with persons knowledgeable of the Airport and its activities, no Air Taxi operations are foreseen through the year 2038.

2.3.2.3 Military

Based on discussions with persons knowledgeable of the Airport and its activities, there were no military operations in 2017, although a limited number of military helicopter operations did occur in 1997. The runways are not suitable for fixed-wing military aircraft. Current military aircraft require runways of greater length than those at the Airport.

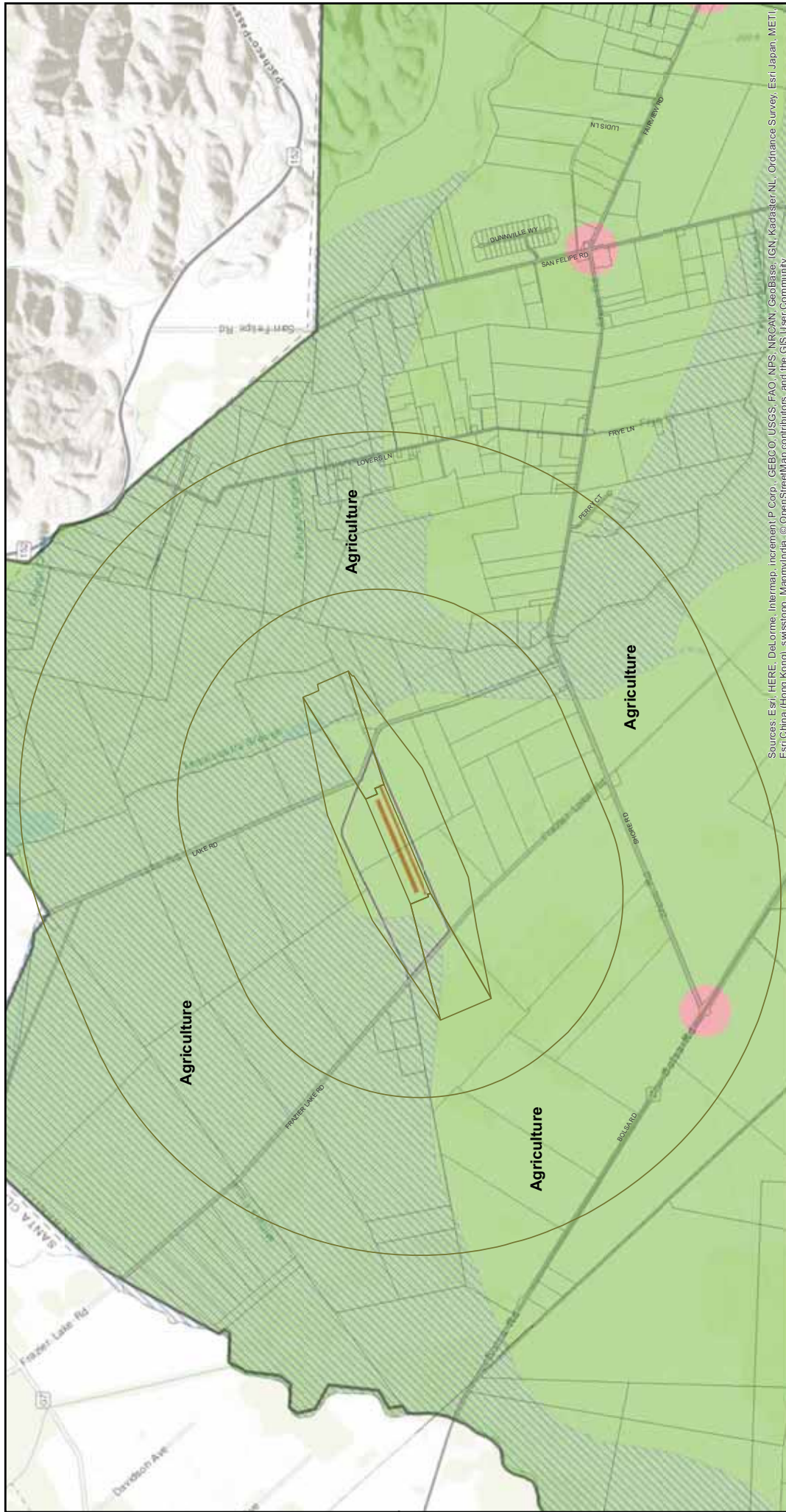
Military helicopter operations are not expected to contribute in a predictable manner to the number of annual airport operations through 2038.

2.4 AIRPORT ENVIRONS

Figure 3 presents the land use designations within the Airport environs based on the current San Benito County General Plan. The Airport property is within the limits of San Benito County. The predominant land uses in the Airport environs are Agricultural Productive (AP) and Agricultural Rangeland (AR).

The [California High Speed Rail Authority](#) is studying a San Jose to Merced rail route which appears to run to the immediate north of and nearly adjacent to the Airport property line. Airport management has been in contact with the authority engineers and has attended numerous public meetings pointing out the existence of the unique public-use airport in the immediate vicinity of their planned routing. At this time, it does not appear that the rail line would impact the Airport or interfere with airport operations.

San Benito County planning needs to monitor this design activity to verify that the rail line design complies with the Frazier Lake Airpark ALUCP.



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

General Plan Land Use

Airport Land Use Compatibility Plan

Frazier Lake Airport, San Benito County

Figure 3

- Legend**
- Agriculture (1du/5 acres or Max. Floor Area ratio 0.5)
 - FEMA Flood Zone
 - Commercial thoroughfare (Max. Floor Area Ratio: 0.8)
 - Runway
 - Parcel
 - FAR Part 77 Surfaces
 - Airport Property



Map prepared January 2019
 NOTE: THIS MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT
 INTENDED FOR CONSTRUCTION OR NAVIGATIONAL PURPOSES



3 LAND USE COMPATIBILITY GUIDELINES

3.1 OVERVIEW

Land use compatibility policies and standards are based on community values, sound technical knowledge, and acceptable analytical methods. These policies and compatibility criteria form the basis for evaluating existing land use compatibility and provide the foundation for the San Benito County Airport Land Use Commission (ALUC) policies. These standards focus on the three areas of ALUC responsibility including aircraft noise, the control of structures in navigable airspace, and the safety of persons on the ground. These compatibility criteria are contained in relevant State and Federal statutes and regulations and are discussed in this section.

Federal, State and other local agencies have developed and published guidelines for airport land use compatibility planning. Unfortunately, no civilian or military authority has established regulations or statutes that specify a single methodology for mitigating the incompatibilities between an airport and its environs, nor have such incompatibilities been adequately defined. The enabling legislation for the San Benito County Airport Land Use Commission offers some guidance while directing the Commission to provide for the orderly growth of the Airport and the area surrounding the Airport, and to safeguard the general welfare of the inhabitants within the vicinity of the Airport and the public in general. The legislation further enables the Commission to develop height restrictions on buildings, to specify the use of land, to determine building standards, including soundproofing, and to assist local agencies in ensuring compatible land uses in the vicinity of the Airport to the extent that the land in the vicinity of the Airport is not already devoted to incompatible uses. The Commission is also empowered to coordinate planning at the State, regional and local levels so as to provide for the orderly development of air transportation, while at the same time protecting the public health, safety, and welfare.

3.2 LAND USE COMPATIBILITY CRITERIA

The principal source for airport land use compatibility planning is the October 2011 *California Airport Land Use Planning Handbook* (2011 Handbook) published by the California Department of Transportation, Division of Aeronautics (Caltrans). The 2011 Handbook provides guidelines for formulating compatibility criteria and policies for preparing Airport Land Use Compatibility Plans (ALUCPs). Noise and safety compatibility concepts and issues are presented, and copies of relevant legislation and examples of mitigation measures, such as model noise and aviation easements are included. The 2011 Handbook can be viewed by clicking on the hyperlink in the bibliography or going to the following website: <http://www.dot.ca.gov/hq/planning/aeronaut/documents/alucp/AirportLandUsePlanningHandbook.pdf> Note that a local agency is not precluded from establishing land use policies that are more restrictive than those described in this ALUCP.

3.3 NOISE RESTRICTION AREA

Airport noise affects many communities. At certain levels, airport noise can interfere with sleep, conversation, or relaxation. It also may disrupt school and work activities. At even higher levels, airport noise may make outdoor activities impossible and may begin to raise health concerns with respect to hearing loss and stress-related problems. However, hearing damage from airport noise may not be a problem for nearby neighbors because noise levels are simply not of sufficient intensity to cause such damage. An exception to this is the exposure a ground crew member receives during the handling of a jet aircraft. Similarly, medical studies are inconclusive on a cause-and-effect relationship for non-auditory health concerns near airport. A more general conclusion is that noise may have an additive effect for some people with anxieties, ulcers, and tension illness.

The amount of annoyance that aircraft noise creates among people living and working in the vicinity of an airport varies on an individual basis. Studies show that a certain percentage of people will continue to be annoyed by aircraft noise at any given noise level, regardless of how low that aircraft noise may be.

All levels of government share responsibility for addressing the airport noise issue. The Federal government establishes noise standards for aircraft as published in Federal Aviation Regulations (FAR)

Part 36, *Noise Standards: Aircraft Type and Airworthiness Certification*, and conducts research on noise abatement techniques and noise compatibility. The preparation of a special airport noise study under the provisions of FAR Part 150, *Airport Noise Compatibility Planning*, provides technical assistance to the airport operator in planning and implementing a noise compatibility program. The State of California also prescribes noise standards for all airports as defined in Title 21, *Airport Noise Standards*, of the California Code of Regulations, and sets noise insulation standards for residential structures as defined in Title 24, *California Building Standards Code*, of the California Building Standards Commission. The airport operator may develop airport noise control programs and enact operational restrictions to control and reduce noise levels in the community. Finally, local governments have the responsibility to limit the exposure of the population to excessive airport noise levels through the land use planning and zoning process.

3.3.1 Airport Noise Descriptors

To adequately address the airport noise issue, local governments need a standard way to measure and describe airport noise and establish land use compatibility guidelines. The County of San Benito has identified Ldn and CNEL as being equivalent measures of noise. Relative to aviation, it is common to use the Community Noise Equivalent Level (CNEL) for determining land use compatibility in the community environment.

The Community Noise Equivalent Level (CNEL) descriptor is a method of averaging single-event noise levels over a typical 24-hour day and applying penalties to noise events occurring during the evening (7 p.m. to 10 p.m.) and night (10 p.m. to 7 a.m.) hours. CNEL is usually defined in terms of average annual conditions, so that the CNEL measured on a given day may be either less than or greater than the annual average.

The State of California uses the CNEL descriptor to describe land use compatibility with respect to aircraft noise exposures. CNEL is the noise descriptor standard defined in Title 21 of the California Code of Regulations, *Airport Noise Standards*, and the standard specified for evaluation of exterior and interior noise impacts in Title 24 of the California Building Standards Commission, *California Building Standards Code*. The CNEL is identified as one of two noise descriptors used in the preparation of a noise element of a general plan according to guidelines established by the Office of Noise Control, California Department of Health Services (now documented as *General Plan Guidelines, Appendix D*).

The Federal Aviation Administration (FAA) recognizes the CNEL as essentially equivalent to the Yearly Day-Night Average Sound Level (DNL), which is the basis for FAA recommendations for land use compatibility with respect to aircraft noise described in FAR Part 150, *Airport Noise Compatibility Planning*.

The decibel (dB) is the unit of measurement for the magnitude of a sound. A decibel is equal to the logarithm of the ratio of the intensity of the sound to the intensity of an arbitrarily chosen standard sound, specifically a sound just barely audible to an unimpaired human ear (e.g., 55, 60, 65, 70 and 75 dB).

3.3.2 Land Use Compatibility Standards – California

Land use compatibility guidelines for airport noise are included in the 2011 Handbook. Amendments to the law enacted in October 1994 mandate the use of these guidelines in the preparation of airport land use plans. These guidelines were originally developed in 1983 after considering State Office of Noise Control (ONC), FAA, and U.S. Department of Housing and Urban Development (HUD) guidelines together with a review of available airport land use plans. Existing Federal and State laws were reviewed as part of the updated 2011 Handbook. The State ONC criteria established the 60 dB CNEL as a residential threshold value to distinguish normally acceptable from conditionally acceptable situations.

The Caltrans guidelines for land use compatibility standards extend below the Federal 65 dB CNEL, as the Federal threshold does not sufficiently explain the annoyance area surrounding general aviation airports. The frequency of operations from some airports, visibility of aircraft at low altitudes and typically lower background noise levels around many general aviation airports are all believed to create a heightened awareness of general aviation activity and potential for annoyance outside of the 65 dB CNEL contour.

At and above the 60 dB CNEL level, the *California Building Code*, Section 1208A.8.3 requires an acoustical analysis of proposed residential structures, other than detached single-family dwellings, to achieve an indoor noise level of 45 dB CNEL.

The noise attenuating properties of existing types of construction were considered in setting state standards. Typical wood frame construction with drywall interiors provides noise reduction of between 15 and 20 dB. Thus, residential units exposed to outdoors noise in the range between 60 and 65 dB CNEL can be attenuated to achieve the 45 dB CNEL level indoors when built using normal standards of construction.

The 2002 Handbook (see Appendix B herein) urges ALUCs to be conservative when establishing noise contours.

3.3.3 Land Use Compatibility Standards - San Benito County

In the Health and Safety Element, HS-8.5 of the San Benito County *2035 General Plan*, the County adopted the 60 dB Ldn (equivalent to 60 dB CNEL) as the clearly acceptable standard for residential uses. Above the 60 dB Ldn, residential uses are normally acceptable, however, the noise exposure is great enough to be of some concern but common building construction will make the indoor environment acceptable, even for sleeping quarters.

3.3.4 Frazier Lake Airpark Noise Contours

An analysis of annual aircraft operations and related noise levels for Frazier Lake Airpark was made to prepare CNEL noise exposure maps for the year 2038 forecast aircraft operations based on the existing runway configuration. Note that these noise contours are based on 190,000 annual operations, the maximum number possible for this runway (See Appendix B).

The Federal Aviation Administration's (FAA) Integrated Noise Model (INM) Version 5.2a was used to prepare CNEL noise exposure maps based on the FAA aircraft noise level database and airport operational factors described below. The INM was developed by the FAA and represents the Federally-sanctioned and preferred method for analyzing aircraft noise exposure. Version 5.2a incorporates an updated database of aircraft performance parameters and noise levels.

3.3.5 Aircraft Operations

Aircraft operational factors that can significantly affect overall noise levels as described by CNEL include the aircraft fleet mix, the number of daily operations and the time of day when aircraft operations occur. Runway use factors also significantly influence CNEL values. Trip length can affect aircraft single-event noise levels. An aircraft that is prepared for a long flight may carry more fuel and passengers than that for a short flight. The INM applies corrections to air carrier aircraft takeoff profiles to account for these differences, but makes no corrections to general aviation aircraft takeoff profiles.

Aircraft operational assumptions for the Airport were based upon analyses of airport activity provided by Airport Management. These assumptions are summarized in Tables 3-1 and 3-2.

Twin engine aircraft are represented by the INM BEC58P aircraft. The high-performance single-engine propeller aircraft such as the Cessna 210 were represented by the INM GASEPV aircraft, and standard single-engine propeller aircraft were represented by the INM GASEPF aircraft type. Single-engine fixed-pitch propeller aircraft (GASEPF) were assumed for 70 percent of the touch-and-go operations.

Descriptions of aircraft flight tracks were developed for use in the INM through discussions with Airport Management and review of the assumptions used for previous descriptions of aircraft operations at the Airport. Based on these data, generalized flight tracks were prepared for use in the noise modeling process to describe areas with a concentration of aircraft overflights. It is recognized that variations in flight paths occur at the Airport and that the tracks used for this analysis are a general representation of those flight tracks.

3.3.5.1 2038 CNEL Noise Exposure Contours

The FAA Integrated Noise Model (INM) Version 5.2a was used to prepare CNEL noise exposure contours for the Airport based on the aircraft noise level and operational factors described in the previous sections.

User inputs to the INM include the following:

- Airport altitude and mean temperature
- Runway configuration
- Aircraft flight track definition
- Aircraft stage length (not applicable to Frazier Lake Airpark)
- Aircraft departure and approach profiles
- Aircraft traffic volume and fleet mix
- Flight track utilization by aircraft types

The INM database includes aircraft performance parameters and noise level data for numerous commercial, military and general aviation aircraft classes. When the user specifies a particular aircraft class from the INM database, the model automatically provides the necessary inputs concerning aircraft power settings, speed, departure profile, and noise levels. INM default values were used for all fixed-wing aircraft types.

After the model had been prepared for the various aircraft classes, INM input files were created containing the number of operations by aircraft class, time of day and flight track for annual average day aircraft operations and future operations.

From these data, the INM produces lines of equal noise levels, i.e. noise contours. The location of these noise contours become less precise with distance from the runway since aircraft do not follow each flight track exactly as defined in the model. However, they are accurate enough to indicate general areas of likely community response to noise generated by aircraft activity and serve as the basis for land use compatibility determinations.

3.3.6 Impacts on Land Use

The 55, 60, 65, 70, 75, and 80 dB CNEL noise contours based on the maximum aircraft operations are illustrated on Figure 4 and discussed below.

3.3.6.1 75 and 80 dB CNEL Noise Levels

The 75 and 80 dB CNEL contours are completely contained within the Airport boundaries.

3.3.6.2 70 dB CNEL Noise Level

The 70 dB CNEL aircraft noise contour is generally contained within the Airport boundaries with the following exceptions: The 70 dB CNEL contour extends approximately 100 feet beyond the Airport boundary to the northeast and approximately 200 feet beyond the airport boundary to the east over areas designated by the County as Agricultural Productive.

3.3.6.3 65 dB CNEL Noise Level

The 65 dB CNEL aircraft noise contour is also generally contained within the Airport boundary with the following exceptions: The 65 dB CNEL contour extends beyond the Airport boundary by about 500 feet to the northeast and southeast over areas designated by the County as Agricultural Productive. It also extends beyond the Airport boundary by about 300 feet to the south, and 1000 feet to the southwest along the extended runway centerline over areas designated by the County as Agricultural Productive.

Table 3 - 1

AIRPORT CONFIGURATION AND RUNWAY USE

**Frazier Lake Airpark
2038**

Airport Configuration				
Runway Configuration: Field Elevation: (Runway High Point) Temporal Distribution of Operations:		5-23 5W-23W		
		153 feet MSL		
		90 percent Day 7 percent Evening 3 percent Night		
Runway Use Factors				
Operations by Aircraft Class	Runway 5	Runway 23	Runway 5W	Runway 23W
Takeoffs:				
GA Aircraft	5%	90%	1%	4%
All Others	25%	75%	0%	0%
Landings:				
GA Aircraft	5%	90%	1%	4%
All Others	25%	75%	0%	0%

Source: *Airport Management*

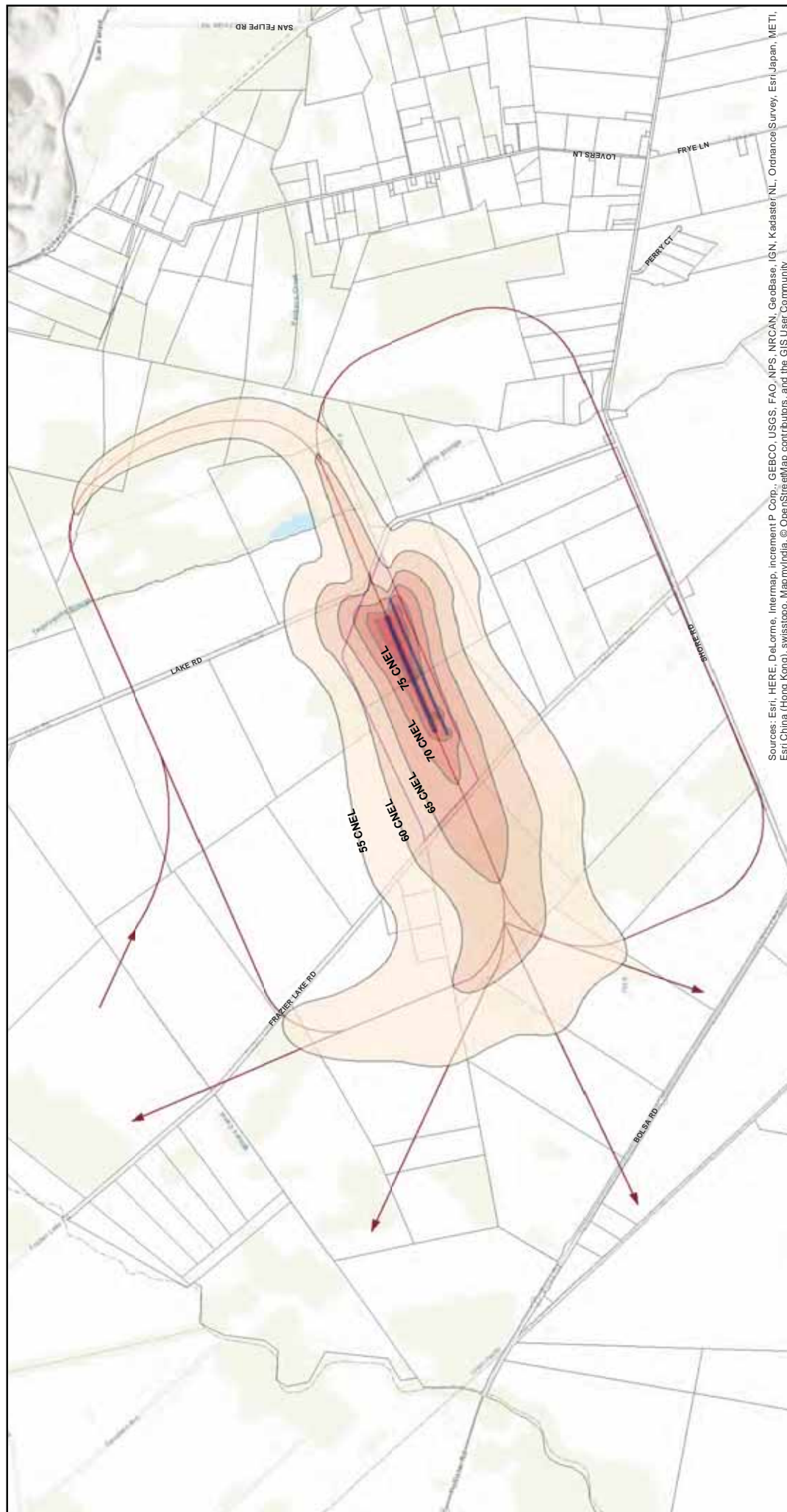
Table 3 - 2

ANNUAL AIRCRAFT OPERATIONS

Frazier Lake Airpark

Generalized Aircraft Type (INM Designation)	Year 2038
Piston Engine Twin Prop (BEC58P)	525
Single-Engine Prop - High Performance (GASEPV)	4,585
Single-Engine Prop - Standard (GASEPF)	18,360
Helicopters	260
Gliders	260

Source: *Airport management*



Noise Contours

Airport Land Use Compatibility Plan Frazier Lake Airport, San Benito County



Figure 4

3.3.6.4 60 dB CNEL Noise Level

The 60 dB CNEL aircraft noise contour extends beyond the Airport boundary to the north through the southwest. To the southwest along the extended runway centerline, the 60 dB CNEL contour extends about 3,500 feet beyond the Airport boundary across Frazier Lake Road and to the northeast, the 60 dB CNEL contour extends 3000 feet beyond the Airport boundary across Lake Road. Both are over areas designated by the County as Agricultural Productive.

3.3.6.5 55 dB CNEL Noise Level

The 55 dB CNEL aircraft noise contour extends considerably beyond the Airport boundary in all directions. The 55 dB CNEL contour extends about 5,000 feet to the southwest and curves to the north outside the Airport boundary across Frazier Lake Road and over areas designated by the County as Agricultural Productive. To the northeast, the 55 dB CNEL contour extends about 4,000 feet beyond the Airport boundary across Lake Road and curves up to the north over areas designated by the County as Agricultural Productive.

The 55 dB CNEL contour also extends up to 1500 feet southeast of the Airport boundary and 1000 feet northwest of the Airport boundary, again over areas designated by the County as Agricultural Productive.

3.4 HEIGHT RESTRICTION AREA

Airport vicinity height limitations are required to protect the public safety, health, and welfare by ensuring that aircraft can safely fly in the airspace around an airport. This protects both those in the aircraft and those on the ground who could be injured in the event of an accident. In addition, height limitations are required to protect the operational capability of airports, thus preserving an important part of National and State aviation transportation systems.

Federal Aviation Regulations (FAR) Part 77, *Objects Affecting Navigable Airspace*, establishes imaginary surfaces for airports and runways as a means to identify objects that are obstructions to air navigation. Each surface is defined as a slope ratio or at a certain altitude above the Airport elevation.

FAA uses FAR Part 77 obstructions standards as elevations above which structures may constitute a safety hazard. Any penetrations of the FAR Part 77 surface are subject to review on a case-by-case basis by the FAA. The FAA evaluates the penetration based on the published flight patterns for the airport, as they exist at that time. If a safety problem is found to exist, the FAA may issue a determination of a hazard to air navigation. The FAA does not have the authority to prevent the encroachment, however California law can prevent the encroachment if the FAA has made a determination of a hazard to air navigation. The local jurisdiction can establish and enforce height restrictions.

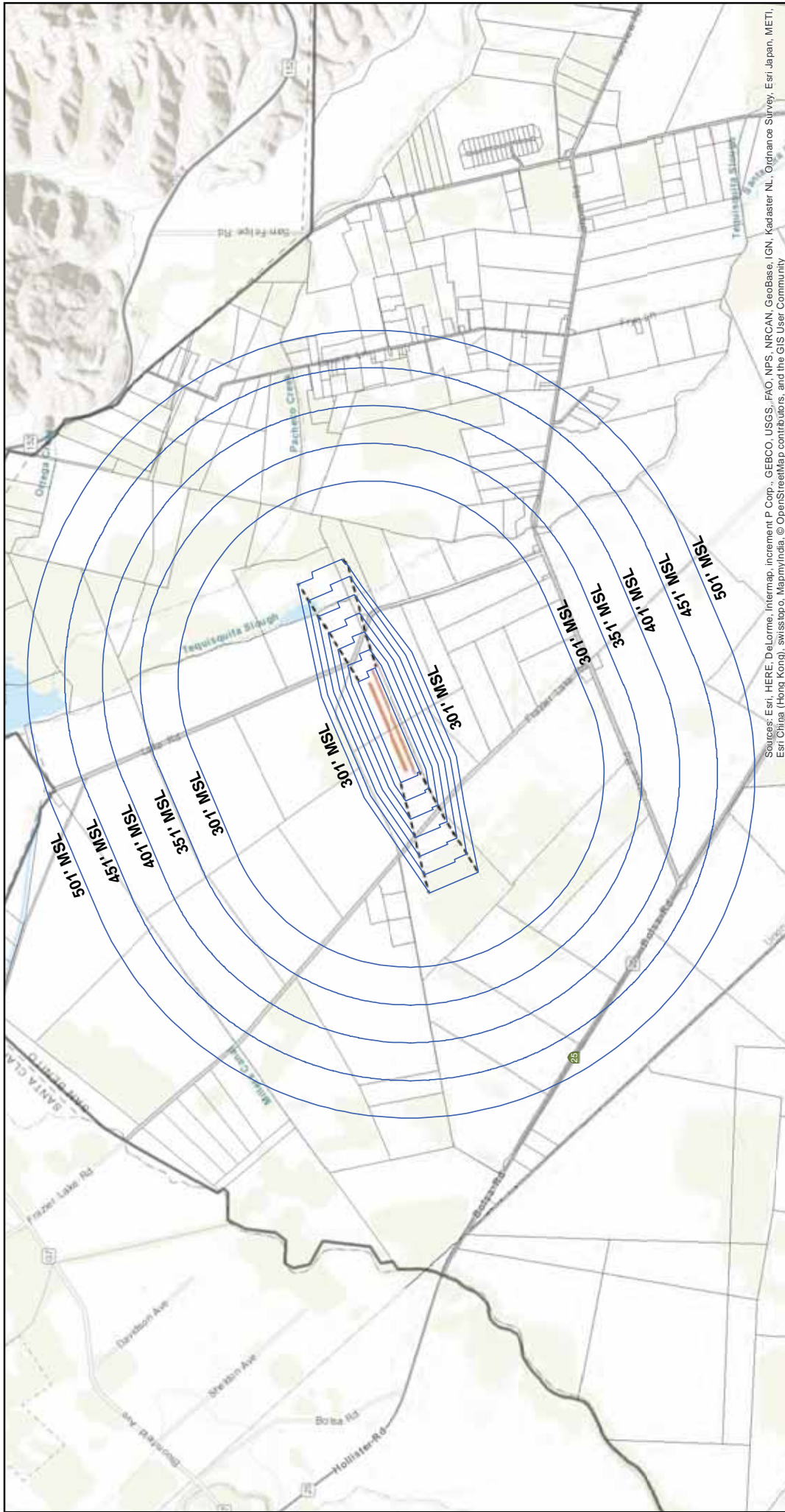
The dimensions of the imaginary surfaces vary depending on the type of approach to a particular runway as illustrated on Figures 5a and 5b for the Airport based on the ultimate dimensions shown on the Airport Layout Plan. Nonprecision runways generally have larger surfaces and flatter approach slopes than visual runways. Table 3-3 tabulates the imaginary surfaces described below.

3.4.1 Primary Surface

A surface longitudinally centered along a runway, and extending 200 feet beyond each end of the instrument runways. For Runway 5-23 the width is 500 feet and the primary surface extends 200 feet beyond each end of the runway. For Runway 5W-23W the width is 250 feet and the primary surface extends only to the ends of the runway.

3.4.2 Approach Surface

A surface longitudinally centered on the extended runway centerline, extending outward and upward from each end of the primary surface. An Approach Surface is applied to each end of each runway based upon the type of approach available or planned for that runway end. The inner edge of the Approach Surface is the same width as the Primary Surface and it extends for a length of 5000 feet at a slope noted in Table 3-3. Runway 5-23 Approach Surface has a width of 2000 feet at the outer end and Runway 5W-23W Approach Surface has a width of 1250 feet at the outer end.



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapboxIndia, © OpenStreetMap contributors, and the GIS User Community

FAR Part 77 Surfaces

Airport Land Use Compatibility Plan
Fazier Lake Airport, San Benito County
Figure 5a

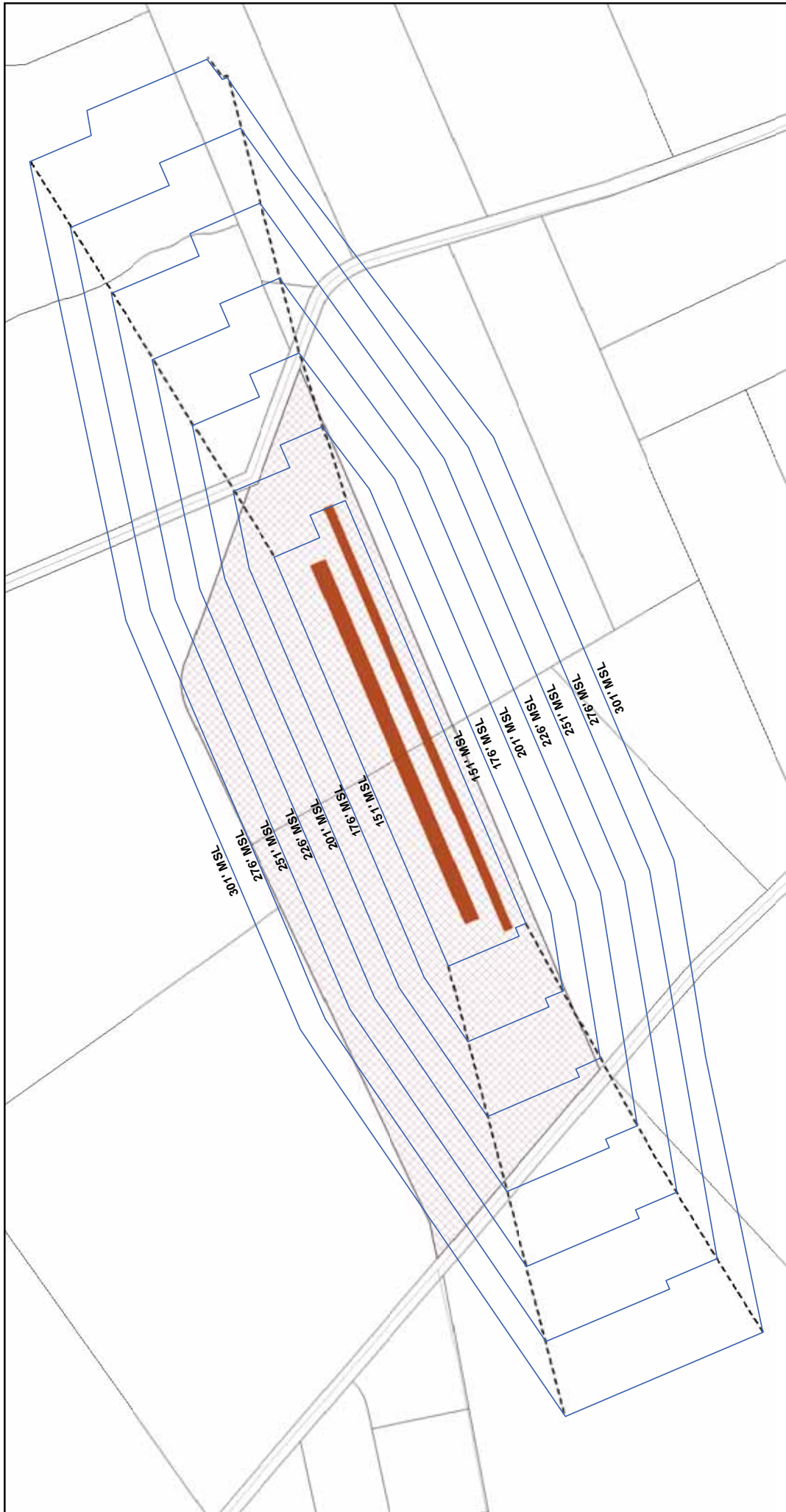
Map prepared May 2019
NOTE: THIS MAP IS FOR PLANNING PURPOSES ONLY AND IS NOT
INTENDED FOR CONSTRUCTION OR NAVIGATIONAL PURPOSES

Legend

— FAR Part 77 Surfaces

Runways

Parcels



FAR Part 77 Surfaces Airport Land Use Compatibility Plan Frazier Lake Airport, San Benito County

Figure 5b

Map prepared May, 2019
NOTE: THIS MAP IS FOR INFORMATION ONLY AND IS NOT
INTENDED FOR CONSTRUCTION OR NAVIGATIONAL PURPOSES



Policy Boundaries

- FAR Part 77 Surfaces
- Runways
- Parcels
- Airport Property

Table 3-3

FAR PART 77 DIMENSIONS**Frazier Lake Airpark**

Runway Type	Runway			
	<u>5</u> Nonprecision	<u>23</u> Nonprecision	<u>5W</u> Visual	<u>23W</u> Visual
Primary Surface				
Length (feet)	2,900	2,900	3,000	3,000
Width (feet)	500	500	250	250
Approach Surface				
Slope	20:1	34:1	20:1	20:1
Length (feet)	5,000	5,000	5,000	5,000
Inner Width	500	500	250	250
Outer Width	2,000	2,000	1,250	1,250
Transitional Surface				
Slope	7:1	7:1	7:1	7:1
Horizontal Surface				
End Radius (feet)	5,000	5,000	5,000	5,000
Elevation (feet MSL)	303	303	303	303
Conical Surface				
Slope	20:1	20:1	20:1	20:1
Width (feet)	4,000	4,000	4,000	4,000

Source: Federal Aviation Regulations, Part 77

3.4.3 Transitional Surface

A surface extending outward and upward from the sides of the Primary Surface and from the sides of the Approach Surfaces at a slope of 7 to 1.

3.4.4 Horizontal Surface

A horizontal plane 150 feet above the established airport elevation (the highest point of an airport's usable landing area measured in feet above mean sea level), the perimeter of which is constructed by swinging arcs 5,000 feet out for Runway 5-23 and Runway 5W-23W, from the center of each end of the Primary Surface of each runway and connecting the adjacent arcs where they intersect.

3.4.5 Conical Surface

A surface extending outward and upward from the periphery of the Horizontal Surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.

3.4.6 Summary

Where imaginary surfaces overlap, such as in the case where the Approach Surface penetrates and continues upward and outward from the Horizontal Surface, the lowest surface is used to determine whether or not an object would be an obstruction to air navigation.

Any proposed new construction or expansion of existing structures that would penetrate any of the FAR Part 77 imaginary surfaces of the Airport is considered an incompatible land use, unless either the FAA has determined that the proposed structure does not constitute a hazard to air navigation or the Caltrans Aeronautics Program has issued a permit allowing construction of the proposed structure. The FAA has established minimum standards for the determination of hazards or obstructions to aviation. Note that the FAA uses current established approaches when they make their determination, they do not consider future approach patterns (GPS for example) that would require a lower protected approach slope, thus the FAR Part 77 surfaces should be the controlling height limit for structures under the approach surfaces.

The FAA permits local agencies such as the ALUC to establish more restrictive criteria for determining if the height of a structure creates a safety hazard to aircraft operations. A determination by the FAA or Caltrans that a project does not constitute a hazard to air navigation does not limit the ALUC from determining that a project may be inconsistent under the policies of this ALUCP.

3.5 SAFETY RESTRICTION AREA

Safety of people on the ground and in the air and the protection of property from airport-related hazards are among the responsibilities of the Airport Land Use Commission. The 2011 Handbook presents guidelines for the establishment of airport safety areas in addition to those established by the FAA.

Airport safety zones are established to minimize the number of people exposed to potential aircraft accidents in the vicinity of the Airport by imposing density and use limitations within these zones. Figure 6 illustrates the airport safety zones for Runways 5-23 and 5W-23W at the Airport. The safety zones are related to runway length and expected use and planned instrument flight rules (IFR) approach procedures. Aircraft flight tracks are also shown on Figure 4.

In addition, the survivability of aircraft occupants in the event of an emergency landing has been shown to increase significantly if the aircraft is able to reach the ground under control of the pilot. As a result, open area requirements are established for the safety zones in addition to density and use requirements.

Exposure to potential aircraft accidents diminishes with distance from the airport runways. The safety zones shown below are in descending order of exposure to potential aircraft accidents, with the Runway Protection Zone (RPZ) having the highest exposure followed by the Inner Safety Zone (ISZ), Turning Safety Zone (TSZ), Outer Safety Zone (OSZ) and Sideline Safety Zone (SSZ), with the Traffic Pattern Zone (TPZ) having the lowest level of exposure.

The safety zones defined for the Airport are a composite based on the 2011 Handbook guidelines. The safety zones for the two runways are based on the diagram for a General Aviation airport. Safety zones are exclusive in their coverage, and do not overlay each other. Thus land in the RPZ is only in the RPZ, and is not also in the ISZ or TSZ. The order of precedence is, from highest to lowest: RPZ, ISZ, TSZ, OSZ, SSZ and TPZ. If a development project spans more than one safety zone, each part of the project must meet the requirements for the safety zone in which the land for that portion of the project is located. Thus a single building that extends over two safety zones may have differing height and density-of-use requirements for the two parts of the same physical structure. The following safety zones apply to Frazier Lake Airport based on information presented in the 2011 Handbook:

3.5.1 Runway Protection Zone

The function of the Runway Protection Zone (RPZ) is to enhance the protection of people and property on the ground and aircraft occupants. RPZs should be clear of all structures and activities. The RPZ begins at the end of the Primary Surface. It is a trapezoidal area centered on the extended runway centerline. The size is related to the expected aircraft use and the visibility minimums for that particular runway.

- Runway 5-23: The RPZ for Runway 5-23 is 1,000 feet long, with an inner width of 500 feet and an outer width of 800 feet and begins 200 feet out from the runway threshold.
- Runway 5W-23W: The RPZ for Runway 5W-23W is 1,000 feet long, with an inner width of 250 feet and an outer width of 450 feet and begins at the runway threshold.

3.5.2 Turning Sector Defined

Some of the safety zones are bounded by a geometric feature defined as a “Turning Sector”. There are four Turning Sectors for this airport, one for each end of each runway. These features are constructed as follows:

3.5.2.1 Runways 5-23 and 5W-23W Turning Safety Zone Construction

Each runway end has a sector, which is bounded on the inside by the extended runway centerline. The radius of these sectors is 3000 ft with the center point located 1000 ft along each runway centerline from the runway departure-end threshold towards the opposite end of the runway. The arc for the sector is swung centered on the extended runway centerline. The interior angle of the sector is 30 degrees on each side of the extended runway centerline, or 60 degrees wide.

- The Turning Sector is defined as the outside bounds of the feature described above.

3.5.3 Inner Safety Zone

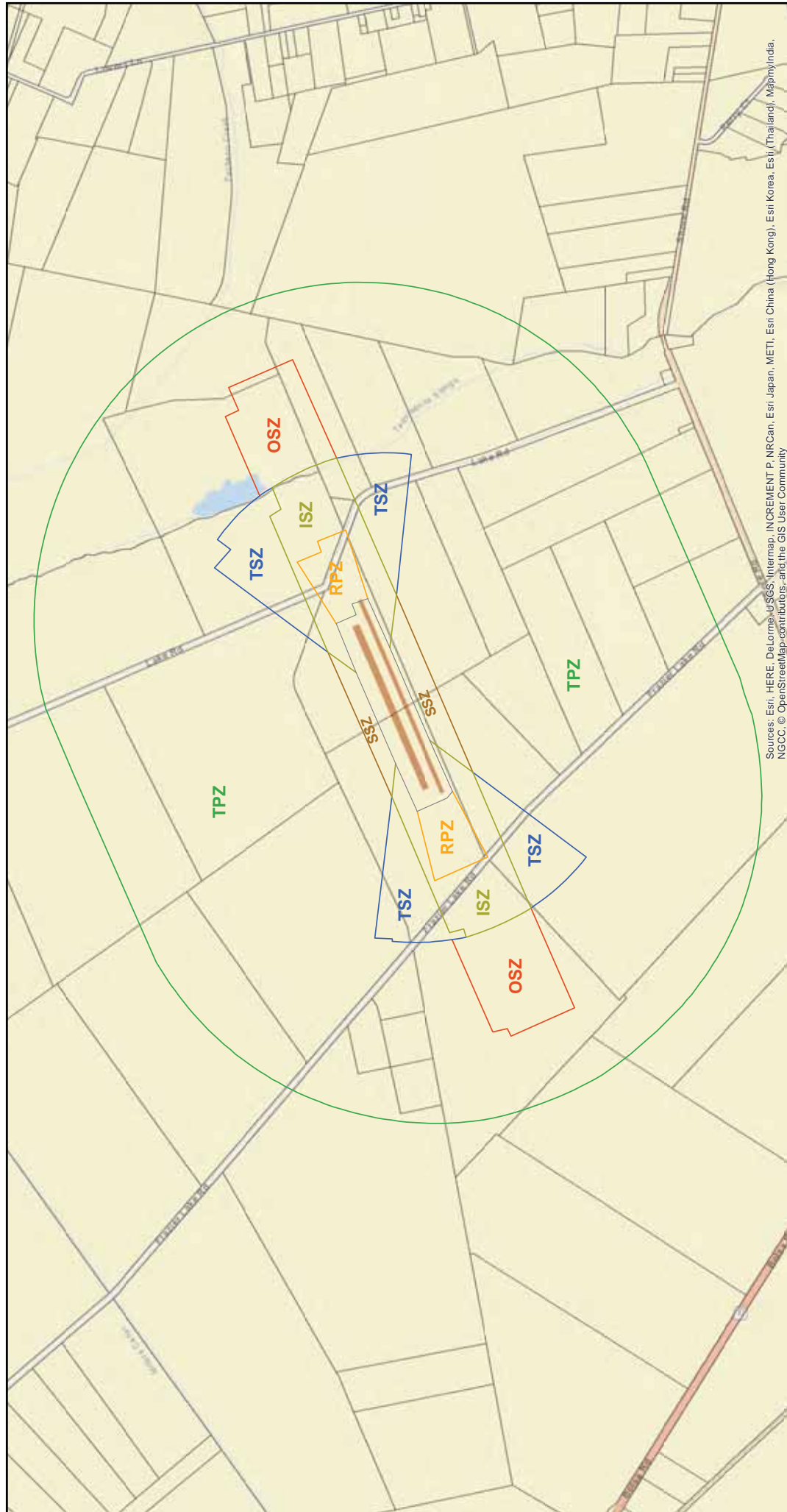
The Inner Safety Zone (ISZ) is located within the Turning Sector boundary described above but excludes the RPZ. The ISZ represents the approach and departure corridors that have the second highest level of exposure to potential aircraft accidents. The ISZ is centered on the runway centerline and extends to the outer edge of the Turning Sector boundary. The length of the runway determines the dimensions.

- The ISZ for both ends of Runway 5-23 and 5W-23W is an area 1000 feet wide, centered on the runway and contained within the Turning Safety Zone.
- The ISZ does not include the area of the RPZ.

3.5.4 Turning Safety Zone

The Turning Safety Zone (TSZ) represents the approach and departure areas that have the third highest level of exposure to potential aircraft accidents. The Turning Safety Zones are defined below.

- The TSZ for both ends of runways 5-23 and 5W-23W are the areas inside the Turning Sector that exclude the Primary Surface, the RPZ and the ISZ.



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NCCO, © OpenStreetMap contributors, and the GIS User Community

Safety Zones

Airport Land Use Compatibility Plan
Frazier Lake Airport, San Benito County
Figure 6

Legend

- Runway Protection Zone
- Inner Safety Zone
- Turning Zone
- Outer Safety Zone
- Sideline Zone
- Traffic Pattern Zone
- Runways
- Parcel



Map prepared January 2015
NOTE: THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT
INTENDED FOR CONSTRUCTION OR NAVIGATIONAL PURPOSES

3.5.5 Outer Safety Zone

The Outer Safety Zone (OSZ) extends out from the TSZ. The OSZ is a rectangular area centered along the extended runway centerline starting at the outer end of the TSZ. The length of the runway determines the dimensions.

- The OSZ for both ends of runway 5-23 and 5W-23W is a rectangular area 1000 feet wide and 1500 feet long at the center, centered on the extended runway centerline, starting at the outer edge of the TSZ and ISZ and extending outward from the runway threshold.

3.5.6 Sideline Safety Zone

The Sideline Safety Zone (SSZ) is an area along the length of the outside the Primary Surface intersecting the Turning Safety Zone. Aircraft do not normally over fly this area, except by aircraft losing directional control on takeoff (especially multi-engine aircraft).

- The SSZ for both runways 5-23 and 5W-23W is 1000 feet wide centered on each runway centerline and extends in length to intercept the Turning Zone boundary.
- The SSZ area excludes the Primary Surface.

3.5.7 Traffic Pattern Zone

The Traffic Pattern Zone (TPZ) is within other portions of the airport area that are normally overflown by aircraft. The potential for aircraft accidents is relatively low and the need for land use restrictions are minimal. The TPZ is the area underlying a portion of the Horizontal Surface.

- The perimeter of the TPZ is constructed by swinging arcs of 4,500 feet out for Runways 5-23 and 5W-23W from the center of each end of the primary surface of each runway and connecting the adjacent arcs where they intersect.
- The TPZ excludes all other safety zones.

3.6 OVERFLIGHT RESTRICTION AREA

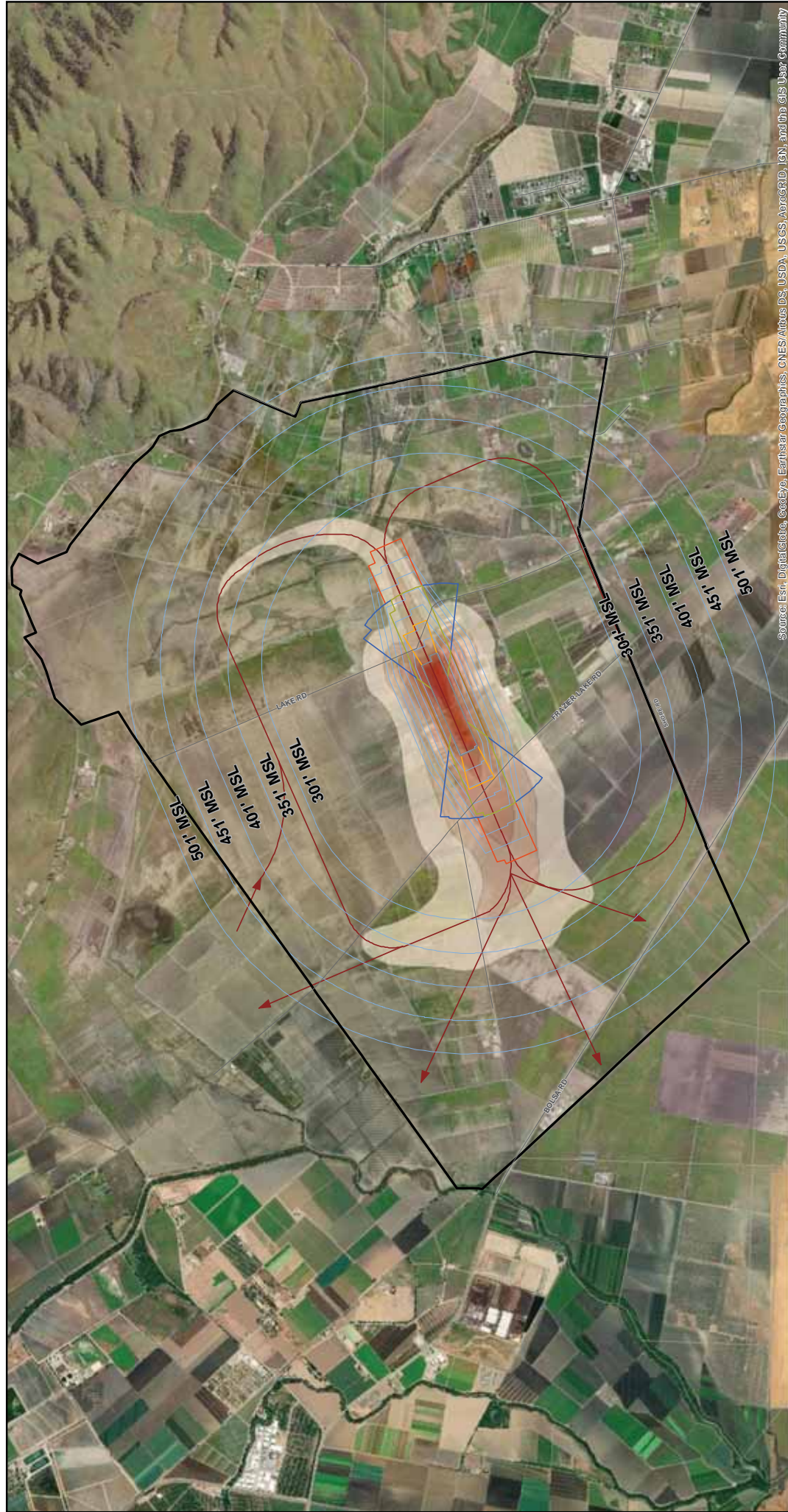
The Airport Influence Area (AIA), presented in Section 3.7, is a composite of the areas surrounding the Airport that are affected by noise, height, and safety considerations. All areas within the AIA should be regarded as potentially subject to aircraft overflights. Although sensitivity to aircraft overflights will vary from one person to another, overflight sensitivity is particularly important within residential land uses and certain agricultural uses (open-air turkey farming, etc.).

3.7 AIRPORT INFLUENCE AREA

The Airport Influence Area (AIA) is a composite of the areas surrounding the Airport that are affected by noise, height, and safety considerations. The AIA is defined as a feature-based boundary around the Airport within which all actions, regulations and permits must be evaluated by local agencies to determine how the Airport Land Use Compatibility Plan policies may impact the proposed development. This evaluation is to determine that the development meets the conditions specified for height restrictions, and noise and safety protection to the public. [A.B. 332 (Stats. 2003) codified in Public Utilities Code 21674.7(b)].

The Airport Influence Area (Figure 7) is defined as the area bounded by Lovers Lane to Shore Road, west along Shore Road and extended to the railroad tracks, then northwest along the railroad tracks to the Pajaro River, then north along the Pajaro River to Miller's Canal, then northeast along Miller's Canal to the San Benito County line, then east along the county line to Lovers Lane then south to Shore Road.

The compatibility of land uses within the AIA should be preserved to the maximum extent feasible with particular emphasis on the preservation of existing agricultural and open space uses. The conversion of land from existing or planned agricultural, industrial, or commercial use to residential uses should be the subject of careful consideration of the potential impacts of aircraft overflights.



Airport Influence Area

Airport Land Use Compatibility Plan

Frazier Lake Airpark, San Benito County

Figure 7

Map prepared May 2019
 NOTE: THIS MAP IS FOR PLANNING PURPOSES ONLY AND IS NOT
 INTENDED FOR CONSTRUCTION OR NAVIGATIONAL PURPOSES

Legend

- Runway Protection Zone
- Inner Safety Zone
- Turning Zone
- Outer Safety Zone
- Sideline Zone

Noise Contours

CNEL

- < 55-60 dB
- 60-65 dB
- 65-70 dB
- 70-75 dB
- 75-80 + dB

Other Features

- FAR Part 77 Surfaces
- Airport Influence Area
- Runways
- Parcel
- Flight Track

4 LAND USE COMPATIBILITY POLICIES

4.1 LAND USE PLANNING ISSUES

The land use planning criteria for the individual land use planning issues applicable to the Airport are discussed in Section 3.0. Figure 7 presents a composite of the land use planning categories and the criteria that establishes the Airport Influence Area (AIA). The San Benito County Airport Land Use Commission (ALUC) and the Airport Land Use Compatibility Plan (ALUCP) for the Airport address policies based on the following criteria:

- **Noise Restriction Area.** The Noise Restriction Area is defined as the 55 dB CNEL contour (see figure 4), inside which an acoustical analysis is required by the local agency with land use jurisdiction demonstrating how low-density, single-family, multi-family and mobile home dwelling units and schools have been designed to meet an interior noise level of 45 dB CNEL.
- **Height Restriction Area.** The Height Restriction Area is to protect the airspace around the Airport. The Horizontal Surface is 150 feet above the Airport elevation of 153 feet above mean sea level, the perimeter of which is constructed by swinging arcs 5000 feet out from the ends of the Primary Surfaces for Runway 5-23 and for Runway 5W-23W. The Conical Surface extends outward and upward from the periphery of the Horizontal Surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet. The Height Restriction Area is defined as the lowest of the Approach Surfaces plus the Transitional Surfaces plus the Horizontal Surface plus the Conical Surface at any point and is defined in Section 3.4 and presented on Figures 5a and 5b.
- **Safety Restriction Area.** The Safety Restriction Area is to provide land use safety with respect to people and property on the ground and the occupants of aircraft. The safety zones applicable to the Airport are defined in Section 3.5 and presented on Figure 6.
- **Overflight Restriction Area.** The Overflight Restriction Area is a composite of the areas surrounding the Airport that are areas affected by noise, height, and safety considerations. All areas within the AIA (Figure 7) should be regarded as potentially subject to aircraft overflights as discussed in Section 3.6.

4.2 JURISDICTIONAL RESPONSIBILITIES

The policies set forth in this section contain criteria intended to prevent future conflicts between airport operations and surrounding land uses. Implementation of these criteria requires action by the local jurisdictions that have control over the land uses in the Airport Influence Area (AIA) presented on Figure 7.

The jurisdictional responsibilities for implementation of the ALUCP are described below. In addition, actions that are available to the local jurisdictions are also presented.

Implementation of the ALUCP will be the responsibility of the County of San Benito for those areas within the AIA under their jurisdiction. Note that Policies T-1 and T-2 extend countywide. The San Benito County Airport Land Use Commission (ALUC) will provide policy direction, advice, and technical assistance to the County as needed to facilitate implementation of the ALUCP.

4.2.1 San Benito County Airport Land Use Commission Procedures

The San Benito County Airport Land Use Commission shall:

- Adopt the airport land use policies and the AIA boundary maps. The ALUCP and its planning boundary maps shall, upon adoption, be subject to annual review by the ALUC and be updated as required.

Amendments to the ALUCP document are limited to no more than once per calendar year.

- Review the General Plan and applicable Area Plans, Specific Plans, zoning and building regulations for the County of San Benito to determine if such plans and regulations are consistent with the policies of this ALUCP.
- Review all actions, regulations and permits within the AIA for consistency with the adopted Frazier Lake Airpark Airport Land Use Compatibility Plan.
- Review all proposed amendments to the General Plans, Specific Plans, and zoning and building regulations that may affect land use in the AIA.

The ALUC shall determine if the proposed amendments are consistent or inconsistent with this ALUCP.

- Review proposed changes to the Frazier Lake Airpark Master Plan or Airport Layout Plan or modifications to the aircraft flight tracks, new aircraft noise contours, or any other development that would alter the land use compatibility issues addressed in Section 3.0.

The ALUC shall determine if the proposed changes are consistent with this ALUCP or if the ALUCP requires an amendment.

- Review the plans, regulations and other actions where there is a conflict with ALUC plans and policies. A review of land use issues within the AIA relating to ALUC policies may be requested by any member of the ALUC, or by the Board of Directors of Frazier Lake Airpark as the owner and operator of the Airport.
- Coordinate off-airport land use planning efforts of the County of San Benito and Federal and State agencies concerned with airport land use.
- Gather and disseminate information relating to airport land use and aircraft noise, height and safety factors that may affect land use.

4.2.1.1 Review of Development Projects

Once the ALUC has determined that a local jurisdiction's General Plan and applicable Specific Plans are consistent with the ALUCP (or the local jurisdiction has overruled the ALUC and made the required findings of consistency with the purposes stated in Public Utilities Code section 21676(a)), to the extent that these are not mandated referrals, the ALUC requires the local jurisdictions to submit referrals to the ALUC for the following proposed developments:

- Any project that requires use of the Infill policies or Reconstruction policy R-3 in order to be deemed consistent with this ALUCP.
- Proposed residential development, including land divisions, within the AIA.
- Major infrastructure development or improvements (e.g., water, sewer, roads) that would promote urban development within the AIA.
- Proposed land acquisition by any entity for the purpose of developing a school, hospital, nursing home, library, outdoor theater, or other high-density or low-mobility uses within the AIA.
- Any proposal anywhere in the County for construction or alteration of a structure (including antennas) higher than 200 feet above ground level, to verify compliance with FAR 77.13 and ALUC policies.
- Any proposed land use action by a city or County planning agencies involving a question of compatibility with the Airport's activities. For example, creation of a landfill within the AIA would generally meet all height and density requirements, however the tendency of landfills to attract bird activity may create a safety hazard for airport operations.

- Any proposed project within the AIA that is referred to the ALUC for review by the local agency.

4.2.1.2 Project Submittals

When review of a land use development proposal is required under this ALUCP, the referring agency shall provide the following information to the ALUC in addition to the information required by the city or County:

- A map or maps, drawn to an appropriate scale, showing the location of the project with respect to the Airport Influence Area boundaries, the airport safety zones, the airport noise contours and the FAA Part 77 Surfaces for the airport.
- A detailed site plan showing ground elevations, location of structures, open spaces and the heights of structures and landscaping.
- A description of permitted or proposed land uses and restrictions on the uses.
- An indication of the potential or proposed number of dwelling units per acre for residential uses.
- The maximum number of people potentially occupying the total site or portions of the site at any one time.
- Any project submitted for airport land use compatibility review for reasons of height-limit issues shall include a copy of the Federal Aviation Administration's evaluation and reply to proponent's notification to the FAA using FAA Form 7460-1, *Notice of Proposed Construction or Alteration*.

4.2.1.3 Review Process

The proposed actions referred to in Section 4.2.1.1 shall be referred to the ALUC at the earliest possible time but no later than the time allowed in the applicable statutes and regulations, in order that the ALUC's findings may be considered by the local agency prior to finalizing the proposed action.

The ALUC must find a proposal either 1) consistent with the ALUCP or 2) inconsistent with the ALUCP. Additionally, the ALUC can provide recommendations for changes that would enhance the project's compatibility with the ALUCP or the ALUC can state under which conditions the proposal would be consistent.

The ALUC must take action on a request for a consistency determination within 60 days of receipt of the complete (as determined by ALUC staff) Project Submittal package (Section 4.2.1.2). If the proponent desires to request a delay in determination, the proponent must withdraw the project from consideration and reapply at a later date. If the determination is not made within 60 days (or as extended by proponent's request), the proposal shall be considered consistent with the ALUCP.

The ALUC may, at the request of the local jurisdiction or interested party, provide an interpretation of any of the policies found in this ALUCP.

4.2.2 County of San Benito

The County of San Benito shall:

- Adopt the ALUC policies and the AIA boundary maps and any adopted amendments.
- Incorporate the adopted ALUC policies and adopted amendments, boundary maps, and land use recommendations into the local agency's General and/or Specific Plan and Zoning Ordinances within 180 days of adoption or vote to overrule per PUC 21676 (a).
- Provide ongoing review of land uses within the AIA to ensure that land use changes are compatible with ALUC policies and plans. The affected local agency shall work closely with ALUC staff to establish and carry out review coordination with the ALUC.

- Obtain aviation easements for any development within the AIA under County jurisdiction.
- Incorporate the AIA boundary and associated policy maps into the local agency's geographic information system (GIS).

4.2.2.1 Override Notification Process

The affected local agencies, after January 1, 2004, in accordance with PUC 21676 (a), shall:

- Notify the ALUC at least 45 days in advance, of their intent to override any ALUC non-consistency determination including a copy of their proposed decision and specific findings..
- Notify the ALUC if and when the local agency overrides any ALUC non-consistency determinations.

4.2.3 Airport Owner/Operator Responsibilities

To ensure that the ALUC is able to fulfill its statutory responsibilities, Frazier Lake Airpark should:

- Notify the ALUC of operational or physical changes at the Airport, such as aircraft flight tracks, airfield configuration, structural development, relocation of facilities, and proposed new and/or updates to planning documents.
- Notify the ALUC of any changes that may affect Federal Aviation Regulations (FAR) Part 77 height restriction surfaces or CNEI aircraft noise contours.
- Provide CNEI noise contour data including the most recent actual data as well as forecasts covering at least twenty years in to the future.

4.3 COMPATIBILITY POLICIES

The compatibility of land uses (temporary or permanent) in the vicinity of the Airport will be evaluated for each of the potential land use impact categories (noise, height and safety) in terms of the compatibility policies established for each category of concern. The graphic illustrations of each area of concern presented in this ALUCP are to be included in the evaluation. The following compatibility policies will be used for ALUC consistency review.

4.3.1 General Compatibility

4.3.1.1 Policies

G-1 In the case of conflicts in any policy between this plan, or any County code, ordinance or regulation, the most restrictive provision shall be applied to the project.

G-2 If a project falls into an area within two or more Airport Influence Areas (AIA), the most restrictive conditions from each separate airport shall apply to the project.

G-3 The Airport is exempt from the policies of this ALUCP for the development of projects on airport property.

G-4 Local jurisdictions should encourage the conversion of land uses that are currently incompatible with this ALUCP to uses that are compatible, where feasible.

G-5 Where legally allowed, dedication of an aviation easement to the County of San Benito shall be required to be offered as a condition of approval on all projects located within an Airport Influence Area, other than reconstruction projects as defined in paragraph 4.3.7. All such easements shall be similar to that shown as Exhibit 1 in Appendix A and recorded on the property deed.

G-6 Any proposed use or activity that may cause a hazard to aircraft in flight are not permitted within the AIA. Such uses include electrical interference, high intensity lighting, attraction of birds (certain agricultural uses, sanitary landfills), hunting clubs, rifle ranges, and activities that may produce smoke, dust, or glare. This policy requires the height at maturity of newly planted trees to be considered to avoid future penetration of the FAA FAR Part 77 Surfaces.

G-7 All new exterior lighting or large video displays within the AIA shall be designed so as to create no interference with aircraft operations. Such lighting shall be constructed and located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting shall be arrayed in such a manner that it cannot be mistaken for airport approach or runway lights by pilots.

4.3.2 Noise Compatibility

The objective of noise compatibility criteria is to minimize the number of people exposed to frequent and/or high levels of aircraft noise.

The Noise Compatibility Guidelines presented in Table 4-1 shall be used to determine if a specific land use is consistent with the CLUP. Noise impacts shall be evaluated according to the 2038 Aircraft Noise Contours presented on Figure 4.

4.3.2.1 Policies

N-1 The Community Noise Equivalent Level (CNEL) method of representing noise levels shall be used to determine if a specific land use is consistent with the ALUCP.

N-2 In addition to the other policies herein, the Noise Compatibility Guidelines presented in Table 4-1 shall be used to determine if a specific land use is consistent with this ALUCP.

N-3 Noise impacts shall be evaluated according to the Aircraft Noise Contours presented on Figure 4.

N-4 No residential or transient lodging construction shall be permitted within the 60 dB CNEL contour boundary unless it can be demonstrated that the resulting interior sound levels will be less than 45 dB CNEL and there are no outdoor patios or outdoor activity areas associated with the residential portion of a mixed use residential project of a multi unit residential project. (Sound wall noise mitigation measures are not effective in reducing noise generated by aircraft flying overhead.)

N-5 All property owners within the 60 dB CNEL contour boundary who rent or lease their property for residential use shall include in their rental/lease agreement with the tenant, a statement advising that they (the tenants) are living within a high noise area and the exterior noise level is predicted to be greater than 60 dB CNEL in a manner that is consistent with current state law including AB2776 (2002).

N-6 Residential construction will not be permitted in the area between the 60 dB CNEL contour boundary and the 65 dB CNEL contour boundary unless it can be demonstrated that the resulting interior sound level will be no greater than 45 dB CNEL.

N-7 Noise level compatibility standards for other types of land uses shall be applied in the same manner as the above residential noise level criteria. Table 4-1 presents acceptable noise levels for other land uses in the vicinity of the Airport.

N-8 Single-event noise levels (SENL) from single aircraft overflights are to be considered when evaluating the compatibility of highly noise-sensitive land uses such as schools, libraries, outdoor theaters, and mobile homes. Single-event noise levels are especially important in the areas regularly overflown by aircraft, but which may not produce significant CNEL contours, such as the down-wind segment of the traffic pattern, and airport entry and departure flight corridors.

Table 4 - 1

NOISE COMPATIBILITY POLICIES**Frazier Lake Airpark**

LAND USE CATEGORY	CNEL			
	55-60	60-65	65-70	70-75
Residential – low density Single-family, duplex, mobile homes	*	**	***	***
Residential – multi-family, condominiums, townhouses	*	**	***	***
Transient lodging - motels, hotels	*	*	**	***
Schools, libraries, indoor religious assemblies, hospitals, nursing homes	*	**	***	***
Auditoriums, concert halls, amphitheaters	**	***	***	****
Sports arena, outdoor spectator sports, parking	*	**	***	***
Playgrounds, neighborhood parks	**	**	***	***
Golf courses, riding stables, water recreation, cemeteries	*	**	**	***
Office buildings, business commercial and professional, retail	*	*	**	**
Industrial, manufacturing, utilities, agriculture	*	*	*	**
* Clearly Acceptable	Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements. Mobile homes may not be acceptable in these areas. Some outdoor activities might be adversely affected.			
** Normally Acceptable	New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Outdoor activities may be adversely affected. <u>Residential:</u> Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.			
*** Normally Unacceptable	New construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design. Outdoor activities are likely to be adversely affected.			
**** Clearly Unacceptable	New construction or development should not be undertaken.			

Source: Based on General Plan Guidelines, Appendix C (2003), Figure 2 and San Benito County 2035 General Plan, Table 9-2

4.3.3 Height Compatibility

The objective of height compatibility criteria is to avoid development of land uses, which, by posing hazards to flight, can increase the risk of an accident occurring.

4.3.3.1 Policies

H-1 Any structure or object that penetrates the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, (FAR Part 77) surfaces, as presented in Table 3-3 and illustrated on Figures 5a and 5b will be considered an incompatible land use.

H-2 Any project that may exceed a FAR Part 77 surface must notify the Federal Aviation Administration (FAA) as required by FAR Part 77, Subpart B on FAA Form 7460-1, *Notice of Proposed Construction or Alteration*. (Notification to the FAA under FAR Part 77, Subpart B, is required even for certain proposed construction that does not exceed the height limits allowed by Subpart C of the FARs).

4.3.4 Tall Structure Compatibility

Structures of a height greater than 200 feet above ground level can be a special hazard to aircraft in flight.

4.3.4.1 Policies

T-1 The applicant for any proposed project anywhere in the County for construction or alteration of a structure (including antennas) higher than 200 feet above ground level shall submit to the FAA a completed copy of FAA Form 7460-1, *Notice of Proposed Construction or Alteration*. A copy of the submitted form shall be submitted to the San Benito County ALUC as well as a copy of the FAA's response to this form.

T-2 Any proposed project anywhere in the County for construction or alteration of a structure (including antennas) higher than 200 feet above ground level shall comply with FAR 77.13(a)(1) and shall be determined inconsistent if deemed to be a hazard by the FAA or if the ALUC determines that the project has any impact on normal aircraft operations or would increase the risk to aircraft operations.

4.3.5 Safety Compatibility

The objective of safety compatibility criteria is to minimize the risks associated with potential aircraft accidents. These include the safety of people on the ground and the safety of aircraft occupants. Land uses of particular concern are those in which the occupants have reduced effective mobility or are unable to respond to emergency situations.

4.3.5.1 Policies

S-1 These policies and the Safety Zone Compatibility Policies presented in Table 4-2 shall be used to determine if a specific land use is consistent with the ALUCP. Safety impacts shall be evaluated according to the Airport Safety Zones presented on Figure 6.

S-2 Schools, hospitals, nursing homes, and other uses in which the majority of occupants are children, elderly, and/or disabled shall be prohibited within the Runway Protection Zones (RPZs), Inner Safety Zones (ISZs), Turning Safety Zones (TSZs), Sideline Safety Zones (SSZs), and Outer Safety Zones (OSZs) presented in Table 4-2. These uses should also be discouraged in the Traffic Pattern Zones (TPZs).

S-3 Amphitheaters, sports stadiums and other very high concentrations of people shall be prohibited within the Runway Protection Zones (RPZs), Inner Safety Zones (ISZs), Turning Safety Zones (TSZs), Sideline Safety Zones (SSZs), Outer Safety Zones (OSZs) and Traffic Pattern Zones (TPZs) presented in Figure 6.

Table 4 - 2

SAFETY ZONE COMPATIBILITY POLICIES

Frazier Lake Airpark

Safety Zone	Maximum Population Density	Open Space Requirements	Land Use
Runway Protection Zone – RPZ Also known as Zone 1	-0- (No people allowed)	100 percent (No structures allowed)	Agricultural activities, roads, open low-landscaped areas. No structures, trees, telephone poles or similar obstacles. Occasional short-term transient vehicle parking is permitted. No open man-made water retention ponds.
Inner Safety Zone – ISZ Known as Zone 2	Nonresidential, maximum 20 people per acre (includes open area and parking area required for the building’s occupants)	30 percent of gross area open. No structures or concentrations of people within 100 feet of the extended runway centerlines.	<u>Residential</u> – none allowed. <u>Nonresidential</u> – uses should be activities that attract relatively few people. No shopping centers, restaurants, theaters, meeting halls, stadiums, multi-story office buildings, labor-intensive manufacturing plants, educational facilities, day care facilities, hospitals, nursing homes or similar activities. No hazardous material facilities (gasoline stations, etc.). No open man-made water retention ponds.
Turning Safety Zone - TSZ Known as Zone 3	Nonresidential, maximum 60 people per acre (includes open area and parking area required for the building’s occupants)	20 percent of gross area Minimum dimensions: 300 ft long by 75 ft wide parallel to the runways.	<u>Residential</u> – Allow residential infill to existing density (1 dwelling unit per 5 acres). <u>Nonresidential</u> – no regional shopping centers, theaters, meeting halls, stadiums, schools, day care centers, hospitals, nursing homes or similar activities. No hazardous material facilities (gasoline stations, etc.).
Outer Safety Zone – OSZ Known as Zone 4	Nonresidential, maximum 85 people per acre (includes open area and parking area required for the building’s occupants)	20 percent of gross area	<u>Residential</u> – Allow residential infill to existing density (1 dwelling unit per 5 acres). <u>Nonresidential</u> – no regional shopping centers, theaters, meeting halls, stadiums, schools, large day care centers, hospitals, nursing homes or similar activities. No above ground bulk fuel storage.
Sideline Safety Zine - SSZ Known as Zone 5	Nonresidential, maximum 60 people per acre (includes open area and parking area required for the building’s occupants)	30 percent of gross area	<u>Residential</u> – Allow residential infill to existing density (1 dwelling unit per 5 acres). <u>Nonresidential</u> – no regional shopping centers, theaters, meeting halls, stadiums, schools, large day care centers, hospitals, nursing homes or similar activities. No above ground bulk fuel storage.
Traffic Pattern Zone – TPZ Known as Zone 6	No Limit	10 percent of gross area every one-half mile	<u>Residential</u> – Allowed if consistent with County General Plan. <u>Nonresidential</u> – no large sports stadiums or similar uses with very high concentration of people.
Source: Based on 2011 <i>Airport Land Use Planning Handbook, Ch 4</i> , prepared by the California Department of Transportation, Division of Aeronautics.			

S-4 Storage of fuel or other hazardous materials shall be prohibited in the Runway Protection Zone. Above ground storage of fuel or other hazardous materials shall be prohibited in the Inner Safety Zone and Turning Safety Zone. Beyond these zones, storage of fuel or other hazardous materials not associated with aircraft use should be discouraged.

S-5 In addition to the requirements of Table 4-2, open space requirements, for sites which can accommodate an open space component, shall be established at the general plan level for each safety zone where feasible as determined by the local jurisdiction, as individual parcels may be too small to accommodate the minimum-size open space requirement. To qualify as open space, an area must be free of buildings, and have minimum dimensions of at least 75 feet wide by 300 feet long along the normal direction of flight. The clustering of development and provision of contiguous landscaping and parking areas will be encouraged to increase the size of open space areas.

S-6 The principal means of reducing risks to people on the ground is to restrict land uses so as to limit the number of people who might gather in areas most susceptible to aircraft accidents. A method for determining the concentration of people for various land uses is presented in Section 5.0, Implementation.

S-7 The following uses shall be prohibited in all Airport Safety Zones:

- Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator. Lighting if any, shall be in accordance with FAA Advisory Circular 70/7460-1, Obstruction Marking and Lighting.
- Any use that would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
- Any use which would generate smoke or water vapor, or which would attract large concentrations of birds (See AC 150/5200-33B), or which may otherwise negatively affect safe air navigation within the area.
- Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation, communication or navigation equipment.

S-8 Buildings that would interfere with an aircraft gliding to an emergency landing in a safety zone open area are not permitted.

S-9 In unique cases an exception can be granted, at the discretion of the ALUC, on the basis of mitigation measures proposed by the applicant which would result in the final project improving the overall safety in the safety zones in comparison to the situation existing prior to the project. An example of such a possible mitigation is the removal of existing incompatible structures in exchange for constructing less incompatible structures. The following conditions must be met for this variance to be granted:

- a. There must be a clear, demonstrable net improvement in safety.
- b. The mitigation must provide a permanent improvement in safety. For instance, in the example above, the removed structures could not be replaced by other structures at a later date.

4.3.6 Overflight

The objective of the overflight compatibility criteria is to assist those persons who are highly annoyed by overflights or have an above-average sensitivity to aircraft overflights to avoid living in locations where these impacts may occur.

4.3.6.1 Policies

O-1 All new projects within the AIA that are subject to discretionary review and approval shall be required to dedicate an avigation easement to the County of San Benito. The avigation easement shall be similar to that shown as Exhibit 1 in Appendix A.

(In September of 2002 Assembly Bill AB2776 was signed into law and became effective on January 1, 2004. This statute requires that as part of the real estate transfer process, the purchaser be informed if the property is in an Airport Influence Area and if so, the purchaser is to be informed of the potential impacts (noise, in particular) resulting from the associated airport. This information is generally included in the Disclosure Documentation packet provided by the real estate agent to the property buyer.)

4.3.7 Reconstruction

Reconstruction as used in this ALUCP is the rebuilding of a legally established structure in any of the safety zones, in its original location and to its original condition (typically due to a fire, or earthquake damage or destruction). “Original conditions” means the same or lesser footprint, height and intensity of use. Reconstruction projects may be approved under the following policies:

4.3.7.1 Policies

R-1 Reconstruction projects that are not subject to a previous avigation easement shall not be required to provide an avigation easement as a condition for approval.

R-2 Residential reconstruction projects must include noise insulation to assure interior noise levels of less than 45 dB CNEL.

R-3 An application for reconstruction increasing the structure’s internal square footage, footprint square footage, height, and/or intensity of use may be approved if the local agency determines that such increase will have no adverse impact beyond that which existed with the original structure. However, a project approved under this policy shall require the property owner to offer and the local agency shall accept an avigation easement to the County of San Benito, similar to Exhibit 1 in Appendix A.

4.3.8 Infill

Infill as used in this ALUCP is defined as the development of vacant or underutilized residential properties located in a safety zone, of less than 0.25 acres in size, in areas that are already substantially developed with uses not ordinarily permitted by the ALUCP compatibility criteria.

Redevelopment is defined as land that previously contained a building that was removed or demolished with the intent of replacing the building with a new building for a different use. Redevelopment is not considered Infill.

In some circumstances, infill projects may be acceptable if the following criteria are met.

4.3.8.1 Policies

I-1 Infill projects must comply with paragraph 4.3.5 and Table 4-2 of this ALUCP with the exception of the land use density requirements.

I-2 Infill projects may be approved if all of the following conditions are met:

- a) The total contiguous undeveloped land area at this location is less than 0.25 acres in size. Note that this means the total contiguous undeveloped land area, not just the land area being proposed for development. Lots larger than 0.25 acres shall not be considered for infill.
- b) The site is already surrounded on three sides and a street, or two sides and two streets, by the same land use as that being proposed.

- c) The ALUC determines that the project will create no adverse safety impacts beyond those that already exist due to the existing incompatible land uses.
- d) The property owner shall offer and the local agency shall accept an avigation easement to the County of San Benito, similar to Exhibit 1 in Appendix A and recorded on the property deed.

5 IMPLEMENTATION

5.1 CONSISTENCY WITH LOCAL PLANS AND ZONING

The California State Aeronautics Act {Public Utilities Code: Division 9, Part 1, Chapter 4, Article 3.5, Section 21670 et seq} places the responsibility for implementing and enforcing this Airport Land Use Compatibility Plan (ALUCP) on the local governmental agencies responsible for land use planning within each airport's Airport Influence Area (AIA).

Once the ALUC has adopted a revised (or new) ALUCP, and transmitted that ALUCP to an affected local agency that local agency is mandated to incorporate the ALUCP's provisions into its General and/or Specific Plan(s) within 180 days {Government Code 65302.3(b)}. Implicitly, the local agency is then encouraged to adopt zoning ordinance(s) that implement the policies of their General/Specific Plan(s).

If a local agency decides not to incorporate the ALUCP policies verbatim in its General and/or Specific plans, it may overrule portions (or all of) the ALUCP if it finds that its General and/or Specific Plans are consistent with the State Aeronautics Act, PUC 21670 et seq. The overrule process requires a two-thirds vote of the local agency's governing body, supported by specific findings which demonstrate that the plan(s) satisfy the purposes of the State Aeronautics Act {PUC 21676(a) et seq} and guidance of the state's Airport Land Use Planning Handbook.

During the amendment process and subsequent to adoption of revised General and/or Specific Plan(s) by a local agency, the ALUC is required to promptly review both the draft and final Plan(s) for a ALUCP consistency determination {PUC 21676}.

5.2 LAND USE DESIGNATIONS

The most fundamental means of assuring compatibility between an airport and surrounding land uses is by the designation of appropriate land uses in local general plans, specific plans, and zoning ordinances. Even with the designation of appropriate land uses, the long-term maintenance of airport and land use compatibility is often difficult to achieve.

Land use designations can be limited in the degree of restrictiveness that can be applied. Overly restrictive land use regulations may raise constitutional questions to the taking of private property without just compensation. This is particularly applicable in areas near the ends of the runways where such extreme restrictions may be appropriate. For this reason airport owners/operators are encouraged to purchase an interest in or obtain an easement in the land containing the most restrictive safety zones in order to affect the purposes of this Plan.

Land use designations for an area for different uses than already exist may encourage change in the long term, but it may not eliminate existing incompatible uses. Other actions such as fee simple acquisition may be necessary to bring about the changes.

5.2.1 Airport Overlay Zones

One way of achieving aviation-oriented land use designations is adoption of an overlay or combining zone. An overlay zone supplements local land use designations by adding specific noise and, often more importantly, safety criteria (e.g., maximum number of people on the site, site design, and open space criteria, height restrictions, etc.) applicable to future development in the AIA.

An airport overlay zone has several important benefits. Most importantly, it permits the continued utilization of the majority of the design and use policies contained in the existing zones. At the same time, it provides a mechanism for implementation of restrictions and conditions that may apply to only a few types of land uses within a given land use category or zoning district. This avoids the need for a large number of discrete zoning districts. It also enables local jurisdictions to use the policies provided in the ALUCP, rather than through redefinition of existing zoning district descriptions.

The County should consider the following for inclusion in the Airport Overlay District Zone (Airport Safety Overlay Zone):

- **Noise Insulation Standards** - In areas that will potentially be impacted by noise, the Airport Overlay District Zone could be used to assure compliance with the State statutes regarding interior noise levels. The Overlay District Zone could specify the construction techniques necessary to meet the requirements.
- **Height Limitations** - Restrictions on the height of buildings, antennas, trees, and other objects near the Airport, as defined by Federal Aviation Regulations (FAR) Part 77, Subpart C, and regulated by the California Aeronautics Law, can be implemented as part of the Airport Overlay District Zone.
- **FAA Notification Requirements** - The Airport Overlay District Zone also can be used to assure that project developers are informed about the need for compliance with the notification requirements of FAR Part 77. Subpart B of the regulations requires that the proponent of any project that exceeds a specified set of height criteria submit a FAA Form 7460-1 *Notice of Proposed Construction or Alteration* to the FAA prior to commencement of construction. The height criteria associated with this notification requirement are lower than those in FAR Part 77, Subpart C, which define airspace obstructions. The purpose of the notification is to determine if the proposed construction would constitute a potential hazard or obstruction to flight. Notification is not required for proposed structures that would be shielded by existing structures or by natural terrain of equal or greater height, where it is obvious that the proposal would not adversely affect air safety. The FAA No Hazard Determination shall be obtained by the project proponent prior to submitting a referral to the ALUC.
- **Maximum Densities** - The principal noise and safety compatibility standards in the ALUCP are expressed in terms of dwelling units per acre for residential uses and people per acre for other land uses. These standards can either be included as is in the Airport Overlay District Zone or used to modify the underlying land use designations. For residential land uses, the correlation between the compatibility criteria and land use designations is direct. For other land uses, the implications of the density limitations are not as clear. One step that can be taken by local governments is to establish a matrix indicating whether specific types of land uses are or are not compatible with each of the four compatibility zones. To be useful, the land use categories will need to be more detailed than typically provided by general plan or zoning ordinance land use designations. When calculating density, the project site shall be the area used in the calculation.
- **Open Space Requirements** - ALUCP criteria regarding AIA open space suitable for emergency aircraft landings can be implemented by the Airport Overlay District Zone. These criteria are most effectively carried out by planning at the general or specific plan level, but may also need to be addressed in terms of development restrictions on large parcels.

5.2.2 Avigation Easements

Avigation easements are another type of land use control measure available to local jurisdictions. Historically, avigation easements have been used to establish height limitations, prevent other flight hazards, and prevent noise impacts. More recently, they have been used as a form of buyer awareness - the recording of an easement against a property ensures that prospective buyers of the property are informed about the Airport impacts. (See the Appendix for a typical Avigation Easement).

An avigation easement applies only to the specific property to which it is attached and it is binding on all subsequent owners of the property. Avigation easements can be obtained either by purchase or by required dedication.

- **Purchase** - Acquisition of avigation easements for a monetary amount is usually done by the Airport owner, which may or may not be the same as the local land use jurisdiction. In most instances, the purchase of avigation easements is limited to property within Runway Protection Zones or elsewhere very close to the Airport's boundaries where some significant degree of restriction or impact is involved.

- **Dedication** - Required dedication of aviation easements is sometimes set as a condition for local jurisdiction approval of a proposed land use development, especially a residential development, in the vicinity of an Airport. Generally, when aviation easements are obtained in this manner, they are primarily intended to serve as a comprehensive and stringent form of a buyer awareness measure.

A standard aviation easement conveys the following property rights from the owner of the property to the holder of the easement:

- **Overflight** - A right-of-way for free and unobstructed passage of aircraft through the airspace over the property at any altitude above a surface specified in the easement (in accordance with Federal Aviation Regulations Part 77 and/or criteria for terminal instrument procedures).
- **Impacts** - A right to subject the property to noise, vibration, fumes, dust, and fuel particle emissions associated with airport and aircraft activity.
- **Height Limits** - A right to prohibit the construction or growth of any structure, tree, or other object that would penetrate the acquired airspace.
- **Access and Abatement** - A right-of-entry onto the property, with appropriate advance notice, for the purpose of removing, marking, or lighting any structure or other object that enters the acquired airspace.
- **Other Restrictions** - A right to prohibit electrical interference, glare, misleading light sources, visual impairments, and other hazards to aircraft from being created on the property.

Easements that convey only one or more of these rights are common. An easement containing only the first two rights is usually referred to as an overflight or noise easement. The latter three rights are often collectively called a height-limit or airspace easement. Overflight easements are useful in locations sufficiently distant from an airport where height limits and other restrictions are not a concern. Height-limit easements have most frequently been obtained by purchase of properties close to an airport where restrictions on the height of objects are necessary. Because height-limit easements do not include the overflight easement rights, there is little apparent advantage to obtaining them rather than a complete aviation easement.

5.2.3 Buyer Awareness Measures

Buyer awareness is an umbrella category for types of airport/land use compatibility measures whose objective is to ensure that prospective buyers of property in the vicinity of an airport are made aware of the airport's existence and the impacts that the airport activity has on surrounding land uses. Aviation easements are the most definitive form of a buyer awareness measure. Buyer awareness can also be successfully implemented through other types of programs. Two primary methods are deed notices and real-estate disclosure statements.

- **Deed Notices.** Deed notices are statements, attached to the deed to a property, disclosing that the property is subject to routine overflights and associated noise and other impacts by aircraft operating at a nearby airport. An ideal application of deed notices is as a condition of approval for development of residential land use in airport-vicinity locations where neither noise nor safety are significant factors, but frequent aircraft overflights may be annoying to some people. In addition to being recorded with the deed to a property, the notices should be included on parcel maps and any tentative or final subdivision maps. (See the Appendix A for a typical Deed Notice).

Deed notices are similar to aviation or other aviation-related easements in that they become part of the title to a property and thus are a permanent form of buyer awareness. The distinguishing difference between deed notices and aviation easements is that deed notices only serve as a disclosure of potential overflights, whereas aviation easements convey an identified set of property rights. In locations where height limitations or other land use restrictions are unnecessary, deed notices have the

advantage of being less cumbersome to define. Also, they have less appearance of having a negative effect on the value of the property.

- **Real Estate Disclosure Statements.** A more comprehensive form of buyer awareness program is to require that information about an Airport Influence Area be disclosed to prospective buyers of all airport-vicinity properties prior to the transfer of title. The advantage of this type of program is that it applies to previously existing land uses as well as to new development.

This type of program can be implemented through adoption of a local ordinance requiring real estate disclosure upon the transfer of title or it can be established in conjunction with the adoption of an airport overlay zone. Notification describing the zone and discussing its significance could be formally sent to all local real-estate brokers and title companies. The brokers would be obligated by State law to pass it along to prospective buyers after receiving this information.

At a minimum, the area covered by a real estate disclosure program should include the Airport Influence Area as established in the ALUCP. The boundary also could be defined to coincide with the boundaries of an airport overlay zone.

5.2.4 Methods of Calculating Density and Building Occupancy

The Safety Compatibility Policies for non-residential uses limit the persons per acre in certain safety zones. Determining the maximum number of persons likely to occupy a structure is not an exact science, however, the following methods are available to provide a reasonable estimate of how many persons will use a proposed facility.

Parking Ordinance. Most jurisdictions have parking regulations, which specify how many parking spaces are required for particular types of uses. Once an assumption is made regarding the number of persons per vehicle, an estimate can be made of the maximum number of persons that could occupy the structure. The assumption of persons per vehicle must be based on the type of use.

Number of Seats. If the proposed use provides seating for its patrons, such as a restaurant, it is relatively easy to determine the maximum number of people that could occupy the structure.

Uniform Building Code. The Uniform Building Code (UBC) specifies a certain number of square feet per occupant that are required for certain uses. This number can be determined through contact with the city or County Building Department.

LEED Green Building Council. The U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), Building Design and Construction, Core and Shell Appendix presents a method for calculating approximate building Default Occupancy Count.

Similar Uses. Certain uses may require an estimate based on a survey of similar uses. This method is more difficult but is appropriate for uses, which because of the nature of the use, cannot be reasonably estimated based on parking or square footage.

6 BIBLIOGRAPHY

California Building Standards Commission, Title 24, California Building Standards Code, 1998, California Building Code, Volume 1, Appendix Chapter 12, Division IIA, Section 1208A.8, pg. 1-332

[California Code of Regulations, Title 21, Public Works, 1998, Division 2.5, Division of Aeronautics, Chapter 6, Noise Standards](#)

[California Government Code, Title 7, Division 1, Chapter 3, Article 5, Authority for and Scope of General Plans, §65302.3 \(a\), January 1, 2003](#)

[California Department of Transportation, Division of Aeronautics, California Airport Land Use Planning Handbook, January 2002](#)

[California Department of Transportation, Division of Aeronautics, California Airport Land Use Planning Handbook, October 2011](#)

[California Department of Transportation, Division of Aeronautics, California Aviation System Plan, 2013 Inventory Element, September 2013](#)

California Department of Transportation, Division of Aeronautics, *California Aviation System Plan, 1999 Statewide Forecasts*, September 1999

[California Department of Transportation, Division of Aeronautics, California Aviation System Plan, 2016 Policy Element, October 2016](#)

[California Department of Transportation, Division of Aeronautics, California Aviation System Plan, General Aviation System Needs Assessment Element, September 2010](#)

[County of San Benito, Code of Ordinances, Title 19: Zoning, Chapter 19.03, Airport Zoning](#)

[County of San Benito, Code of Ordinances, Title 25: Zoning, Chapter 25.21, Airport Safety District](#)

[County of San Benito, 2035 General Plan, adopted by the San Benito County Board of Supervisors on July 21, 2015, Section 9, pg 9-12](#)

Kmetovic & Associates, *Frazier Lake Airpark Environmental Impact Report*, UPN 182-80

[Mead & Hunt, Inc., Hollister Municipal Airport Land Use Compatibility Plan, June 21, 2012](#)

[State of California, Governor's Office of Planning and Research, General Plan Guidelines, Appendix D, July 31, 2017 \(formerly Office of Noise Control Guidelines\)](#)

[U.S. Department of Transportation, Federal Aviation Administration, AC 150/5300-13, Airport Design, February 26, 2014](#)

[U.S. Department of Transportation, Federal Aviation Administration, Integrated Noise Model, Version 5.2a, March 1999](#)

[U.S. Department of Transportation, Federal Aviation Administration, National Plan of Integrated Airport Systems \(2017-2021\), September 30, 2016](#)

[U.S. Department of Transportation, Federal Aviation Administration, Terminal Area Forecasts, FY 2016-2045, March 16, 2017](#)

U.S. Department of Transportation, Federal Aviation Regulations Part 36, *Noise Standards: Aircraft Type and Airworthiness Certification*, 2017

U.S. Department of Transportation, Federal Aviation Regulations Part 77, *Objects Affecting Navigable Airspace*, 2017

U.S. Department of Transportation, Federal Aviation Regulations Part 150, *Airport Noise Compatibility Planning*, 2017

U.S. Green Building Council, *Leadership in Energy and Environmental Design (LEED), Building Design and Construction, Core and Shell, Appendix 1*, 2009

7 APPENDIX A

Sample Implementation Documents

Some ALUC approvals may require the dedication of Avigation Easements or use of Deed Notices in selected areas around the Airport. Examples might be the dedication of Avigation Easements for any development within the Traffic Pattern Zone, especially within the Safety Zones and Runway Protection Zones. Deed Notices might be more appropriate for development outside the Traffic Pattern Zone but within the Airport Influence Area.

Examples of these documents are presented on the following pages.

Exhibit 1 – Avigation Easement

Exhibit 2 – Deed Notice

Exhibit 1
Sample Avigation Easement

This indenture made this ____ day of _____, 20 __, between _____ herein after referred to as Grantor, and the County of San Benito a political subdivision in the State of California hereinafter referred to as Grantee.

The Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual and assignable easement over the following described parcel of land in which the Grantor holds a fee simple estate. The property which is subject to this easement is described as _____ on “Exhibit A” attached and is more particularly described as follows:

[Insert legal description of real property]

The easement applies to the airspace above an imaginary plane over the real property. The plane is described as follows:

The imaginary plane above the hereinbefore described real property, as such plane is defined by Part 77 of the Federal Aviation Regulations and consists of a plane [describe approach, transition, or horizontal surface]: the elevation of said plane being based upon the official Frazier Lake Airpark Airport runway end elevation of 153 feet Above Mean Sea Level (AMSL), as determined by a San Benito Engineering survey dated February 11, 2000, the approximate dimensions of which said plane are described and shown on Exhibit A attached hereto and incorporated herein by reference.

The aforesaid easement and right-of-way includes, but is not limited to:

- (1) For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, or any aircraft, of any and all kinds now or hereafter known, in, through, across, or about any portion of the Airspace hereinabove described; and
- (2) The easement and right to cause or create, or permit or allow to be caused or created within all space above the existing surface of the hereinabove described real property and any and all Airspace laterally adjacent to said real property, such noise, vibration, currents and other effects of air, illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air; and
- (3) A continuing right to clear and keep clear from the Airspace any portions of buildings, structures, or improvements of any kinds, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, or other things which extend into or above said Airspace, and the right to cut to the ground level and remove, any trees which extend into or above the Airspace; and
- (4) The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects which extend into or above the Airspace; and
- (5) The right of ingress to, passage within, and egress from the hereinabove described real property, for the purposes described in subparagraphs (3) and (4) above at reasonable times and after reasonable notice.

Exhibit 2
Sample Deed Notice

The following statement should be included on the deed and recorded by the County for any property located within the Airport Influence Area. This statement should also be included on any parcel map, tentative map or final map for subdivision approval for any property within the Airport Influence Area.

The Frazier Lake Airpark Airport Land Use Compatibility Plan identifies Airport Influence Areas. Properties within these areas are routinely subject to overflights by aircraft using the associated airport and, as a result residents may experience inconvenience, annoyance or discomfort arising from the noise or sight of such operations. State law (Public Utilities code sections 21670 et. Seq.) establishes the importance of public use airports to protection of the public interest of the people of the State of California. Residents of property near such airports should therefore be prepared to accept the inconvenience, annoyance or discomfort from normal aircraft operations. Residents also should be aware that the current volume of aircraft activity may increase in the future in response to increased aircraft ownership, increase in San Benito County population and/or economic growth. Any subsequent deed conveying this parcel or subdivisions there of shall contain a statement in substantially this form.

8 APPENDIX B

Selected Excerpts California Airport Land Use Planning Handbook (January 2002)

Establishing Noise Compatibility Policies

[Page Summary-8] **Basis For Compatibility Zone Delineation**

"Compatibility plans should be based upon the noise contours for the time frame that results in the greatest noise impacts. Usually, this time frame is the long-range future (at least 20 years), but sometimes can be the present or a combination of the two. Also, for busy airports, the capacity of the runway system may be the best representation of potential long-range future activity levels."

[Pages 7-18,19] **Noise Analysis Time Frame**

"State statutes specify that airport land use compatibility plans must be based upon an airport development plan "that reflects the anticipated growth of the airport during at least the next 20 years." Forecasts having the required 20-year time horizon are normally included in airport master plans. The FAA, the Division of Aeronautics, and some regional planning agencies also prepare individual airport forecasts, some extending to 20 years.

"For the purposes of compatibility planning, however, 20 years may be shortsighted. For most airports, a lifespan of more than 20 years can reasonably be presumed. Moreover, the need to avoid incompatible land use development will exist for as long as an airport exists. Once development occurs near an airport, it is virtually impossible or at least very costly and time consuming to change the land uses to ones which would be more compatible with airport activities

"In conducting noise analyses for compatibility plans, the long-range time frame is almost always of greatest significance. Barring vast improvements in aircraft noise reduction technology, the growth in aircraft operations expected at most airports will result in larger noise contours. A possible exception to this trend is that, at some airports, planned changes in runway configuration or approach procedures could result in reduction of noise impacts in some portions of the airport environs. In these instances, a combination of current and future noise contours may be the appropriate basis for compatibility planning.

"Past improvements in aircraft noise reduction technology or, more to the point, the elimination of older, noisier aircraft from the fleet have caused noise contours at some airports to shrink. One result of shrinking contour sizes during the late 1990s was pressure to allow residential and other noise-sensitive development closer to airports. Allowing such development might be reasonable in situations where no potential exists for the contours to expand back to their former size (for example, where policies to limit contour sizes have been adopted). However, whether future technology will again enable significant reduction in noise impacts is uncertain. Thus, looking to the long-range future, the scenario which has the greatest land use planning implications for most airports is that anticipated future growth in airport activity will result in expansion of noise contours."

GUIDANCE

The "at least" phrase in the statutory guidelines deserves emphasis. The 20-year time frame should be considered a minimum for compatibility plans. Noise impacts (as well as other compatibility concerns) should be viewed from the longest practical time perspective."

9 APPENDIX C

Revision History

Amendments Adopted xx-xx-2018

1. Updated document to reflect the 2011 edition of the Caltrans Airport Land Use Planning Handbook.
2. Revised Figure 6, Safety Zones to reflect those recommended in the 2011 Caltrans Airport Land Use Planning Handbook.
3. Updated document to reflect the San Benito County 2035 General Plan.
4. Changed base year data from 1998 to 2017.
5. Updated the airport environs and airport activity data.
6. Updated the text in the document to reflect changes since the prior document's adoption
7. Revised cover page; updated text and replaced airport picture.



DRAFT NEGATIVE DECLARATION

1. **PROJECT TITLE:** Frazier Lake Airpark Airport Land Use Compatibility Plan
2. **PROJECT PROPONENT:** San Benito County Airport Land Use Commission
3. **BRIEF PROJECT DESCRIPTION**

The San Benito County Airport Land Use Commission (ALUC) has prepared an *Airport Land Use Compatibility Plan (Compatibility Plan)* for the Frazier Lake Airpark (the Airport) to replace an earlier plan—*Frazier Lake Airpark Comprehensive Land Use Plan*—adopted by the Commission on November 15, 2001. The proposed *Compatibility Plan* has been prepared in accordance with the requirements of the California State Aeronautics Act (Public Utilities Code Sections 21670 *et seq.*). Preparation of the plan was guided by the *California Airport Land Use Planning Handbook* (Handbook) published by the California Division of Aeronautics, as required by state law (Public Utilities Code Section 21674.7).

The project is regulatory in nature. No physical construction or land use changes would directly result from the adoption of the *Compatibility Plan* or from subsequent implementation of the land use policies it contains. The proposed *Compatibility Plan* provides a set of policies for use by the County Planning Department and the ALUC in evaluating the compatibility between future proposals for land use development in the vicinity of the Frazier Lake Airpark and the potential long-range aircraft activity at the Airport. The plan does not apply to existing land use development. The compatibility criteria defined by the policies are also intended to be reflected in other plans and policy instruments adopted by the County of San Benito, which is the government entity having primary jurisdiction over land uses near the Airport. As described in the *Compatibility Plan*, this agency will need to incorporate certain criteria and procedural policies from the *Compatibility Plan* into their respective General Plans, Specific Plans, and zoning ordinances to assure that future land use development will be compatible with aircraft operations. No major changes to planned land use designations were identified.

The *Compatibility Plan* was circulated for public review and comment from September 20, 2019 through November 4, 2019.

4. **LOCATION OF PROJECT**

The Frazier Lake Airpark is a public use airport located in north-central San Benito County approximately 8 miles northwest of the City of Hollister. Unincorporated lands of San Benito County surround the airport property. The limits of the area affected by the *Compatibility Plan* policies—the “Airport Influence Area”—include unincorporated areas of San Benito County land. Existing land uses within the airport environs include agriculture and open space. Low-density residential uses are located approximately 1 mile northeast through south of the Airport along

Lovers Land and Shore Road. The project location, which is defined by the proposed Airport Influence Area, is shown in the attached Initial Study, **Figure 1**.

5. MITIGATION MEASURES INCLUDED IN THE PROJECT

No mitigation measures are required for the proposed project. The project is regulatory in nature. No physical construction or significant land use changes would directly or indirectly result from the adoption of the *Compatibility Plan* or from subsequent implementation of the land use criteria and policies.

6. PROPOSED FINDING

The Airport Land Use Commission (ALUC) for San Benito County has reviewed the project described above under the California Environmental Quality Act (CEQA). Based on the results of an Initial Study, the ALUC has determined that the proposed project—the adoption and subsequent implementation of the *Frazier Lake Airpark Airport Land Use Compatibility Plan*—will not result in a significant effect on the environment as defined by CEQA and, therefore, the ALUC hereby intends to adopt this negative declaration for the proposed project. Pursuant to Title 14, Division 6, Chapter 3, Article 6, Sections 15070 and 15071 of the California Code of Regulations, this Negative Declaration has been prepared for public review and for filing with the County Clerk of San Benito County and California Governor's Office of Planning and Research.

Signature

Date

Printed Name:

For

DRAFT INITIAL STUDY

1. **Project Title:** Frazier Lake Airpark
Airport Land Use Compatibility Plan
2. **Lead Agency Name and Address:** San Benito County Airport Land Use Commission
330 Tres Pinos Road, Suite C-7
Hollister, California 95023
3. **Contact Person and Telephone:** Veronica Lezama, Project Manager
831.637.7665 Ext 204
4. **Project Location:** Frazier Lake Airpark and portions of the surrounding jurisdiction of San Benito County within the proposed Frazier Lake Airpark Airport Influence Area boundary (See **Figure 1**)
5. **Project Sponsor's Name and Address:** (see Lead Agency)
6. **General Plan Designation(s):** Agriculture
7. **Zoning Designation(s):** Agricultural Productive

8. Description of Proposed Project

The Airport Land Use Commission (ALUC) for San Benito County is proposing to adopt an *Airport Land Use Compatibility Plan (Compatibility Plan)* for the Frazier Lake Airpark (Airport), which will replace an earlier plan—*Frazier Lake Airpark Comprehensive Land Use Plan*—adopted by the ALUC on November 15, 2001. This Compatibility Plan does not make any changes to the Noise or Height sections of the 2001 Plan. Changes are primarily associated with the shapes of the safety zones, the safety zone policies to reflect the recommendations contained in the 2011 Caltrans Airport Land Use Planning Handbook (Handbook), and the Airport Influence Area boundary definition.

The creation of airport land use commissions and airport land use compatibility plans are requirements of the California State Aeronautics Act (Public Utilities Code Section 21670 *et seq.*). In accordance with PUC Section 21674.7, preparation of the *Compatibility Plan* was guided by the *California Airport Land Use Planning Handbook* published by the California Department of Transportation (Caltrans), Division of Aeronautics, in October 2011. The proposed *Compatibility Plan* reflects the anticipated growth of the Airport during at least the next 20 years as required by PUC Section 21675(a). Development of the *Compatibility Plan* was done in coordination with the planning staffs of the ALUC, San Benito County Resource Management Agency, and Frazier Lake Airpark.

Geographically, the proposed *Compatibility Plan* defines the area, referred to as the Airport Influence Area (AIA), wherein current or future airport-related noise, overflight, safety, or airspace protection factors may affect land uses or necessitate restrictions on those uses. The function of the *Compatibility Plan* is to promote compatibility between the Airport and the land uses

surrounding it to the extent that these areas have not already been devoted to incompatible uses. The proposed *Compatibility Plan* accomplishes this function through establishment of a set of compatibility criteria to be used by the ALUC and the San Benito County Resource Management Agency in evaluating the compatibility of future land use proposals within the vicinity of the Airport, as well as long-range development plans for the Airport. Agencies having land use jurisdiction over portions of the AIA are expected to incorporate certain criteria and procedural policies from the *Compatibility Plan* into their respective general plans and zoning ordinances to assure that future land use development will be compatible with aircraft operations. The County Board of Supervisors also has the option of taking steps defined in state law to overrule the ALUC action (PUC Section 21676). The proposed boundary of the Airport Influence Area extends approximately 1.7 miles beyond the Airport's runway ends and encompasses lands within the County of San Benito (see **Figure 1**).

Neither the proposed *Compatibility Plan* nor the ALUC have authority over existing land uses, operation of the Airport, or over state, federal, or tribal lands.

A copy of the *Compatibility Plan* accompanies this Initial Study.

9. Surrounding Land Uses and Setting

Frazier Lake Airpark lies entirely within the limits of San Benito County. Unincorporated lands of San Benito County adjoin the Airport property in all directions. Existing land uses within the portions of the AIA closest to the Airport consist of agriculture and open space.

The County's 2035 General Plan designates the lands in the AIA as Agriculture. Zoning of land within the AIA is Agricultural Productive. Low-density residential uses are located approximately 1.5 miles east through 1 mile south of the Airport, along Lover's Lane and Shore Road.

10. Other public agencies whose approval is required

Although input from various entities is necessary, the ALUC can adopt the *Compatibility Plan* without formal approval from any other agency, either state or local. However, a copy of the plan must be submitted to the California Division of Aeronautics (PUC Section 21675(d)). The Division is required by state law (PUC Section 21675(e)) to assess whether the plan includes the matters that must be included pursuant to the statutes and to notify the ALUC of any deficiencies. Also a statutory requirement is that the ALUC establish (or revise) the Airport Influence Area boundary only after "hearing and consultation with involved agencies" (PUC Section 21675(c)).

Beyond these requirements, an important consideration is that implementation of the *Compatibility Plan* policies can only be accomplished by the local jurisdiction that has authority over land use within the AIA: specifically, the County of San Benito. State statutes require the county to make its General Plan consistent with the *Compatibility Plan* within 180 days (Government Code Section 65302.3) or to overrule the ALUC. Among other things, the overrule procedure requires formal findings of fact that the jurisdiction's action is consistent with the intent of the state airport land use compatibility planning statutes and action by a two-thirds vote of the jurisdiction's governing body (PUC Section 21676).

11. Summary of Potential Environmental Effects

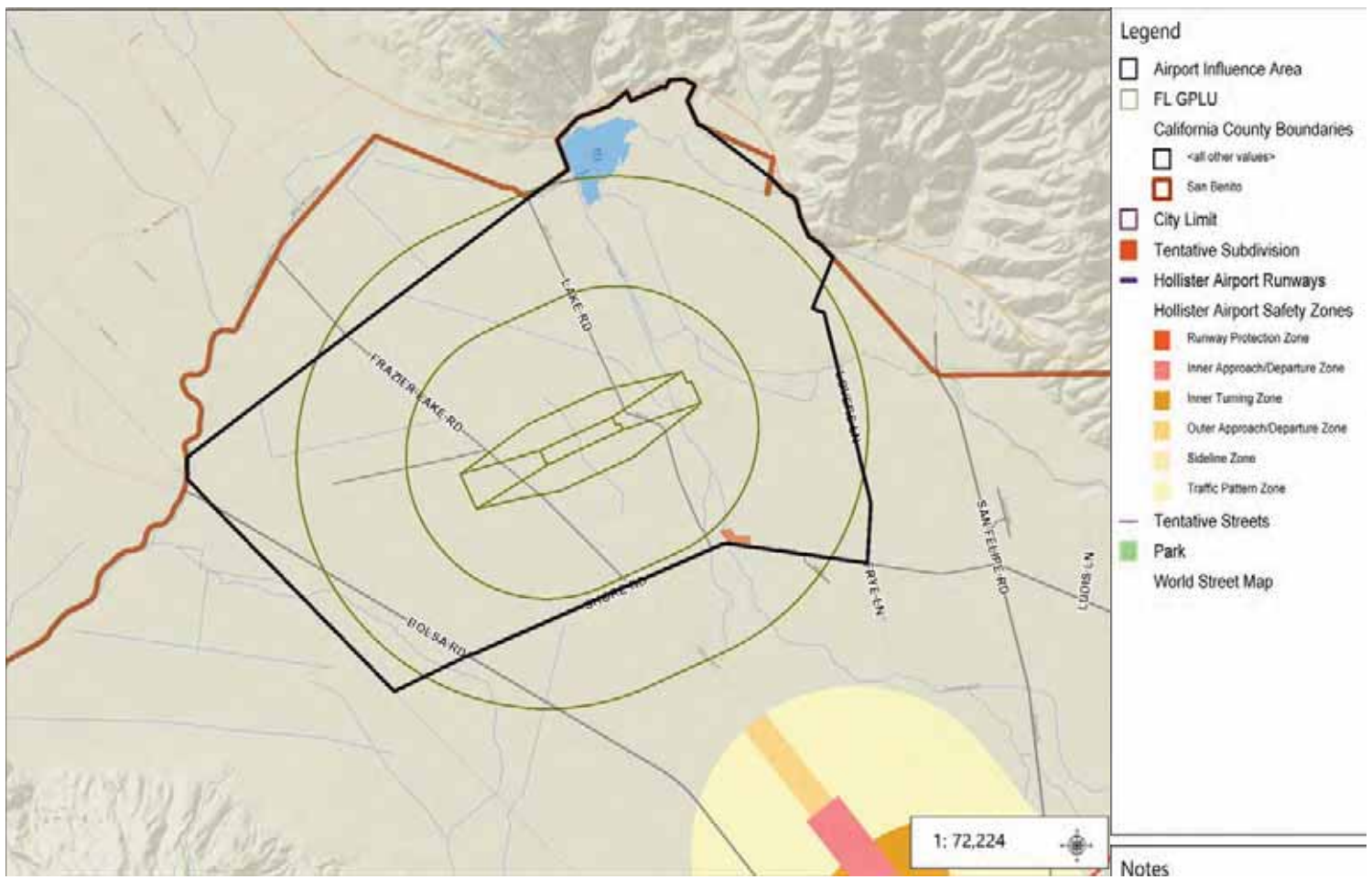
The proposed *Compatibility Plan* is regulatory in nature, and as such, neither the project—the adoption of the plan—or its subsequent implementation by local agencies would lead to the development or physical change of the environment around the Airport. The plan does not discourage new development in the vicinity of the Airport, but rather, would affect where development could occur and, in effect could “displace” future development from one location to another.

The *Compatibility Plan* seeks to guide the compatibility of new land uses by limiting the density, intensity, height, and type of new uses so as to avoid potential conflicts with aircraft operations and to preserve the safety of those living and working around the Airport as well as to those in flight. Although policies in the *Compatibility Plan* would influence future land use development in the vicinity of the Airport, it is speculative to anticipate the specific kinds of development that might occur within the AIA or the types of environmental impacts that would be associated with it.

Additionally, the *Compatibility Plan* would not encourage levels of development in any area located within the Airport Influence Area above those projected within the affected agency’s general plan, of which the environmental effects were previously analyzed in their respective certified general plan environmental documentation.

No environmental categories would be affected by this project to the extent of having a “Potentially Significant Impact.”. All categories have a “No Impact” determination. Those that warrant some explanation are discussed following the checklist section beginning on page 10.

Figure 1: LOCATION MAP & AIRPORT INFLUENCE AREA



ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

CATEGORY	ANALYSIS SUMMARY (See individual pages for details)					
	Pg	Potentially Significant Impact				Comments (Also see discussion above starting on page 5, Topic 11)
		Less than Significant Impact with Project Mitigation				
		Less than Significant Impact				
		No Impact				
1. AESTHETICS	10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. AGRICULTURE/FORESTRY RESOURCES	11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. AIR QUALITY	12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4. BIOLOGICAL RESOURCES	13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. CULTURAL RESOURCES	14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. GEOLOGY/SOILS/SEISMICITY	15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. GREENHOUSE GAS EMISSIONS	16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. HAZARDS/HAZARDOUS MATERIALS	17	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e) Aircraft accident risks addressed
9. HYDROLOGY/WATER QUALITY	19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. LAND USE/LAND USE PLANNING	20	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b) Limited additional land use restrictions beyond those in adopted general plans and policies
11. MINERAL RESOURCES	23	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. NOISE	24	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e) Plan limits exposure of people to noise, but does not regulate aircraft
13. POPULATION/HOUSING	26	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a) Negligible potential for displacement of future development b, c) No existing housing would be displaced
14. PUBLIC SERVICES	29	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a) No effect on schools; negligible effect on government staff workloads
15. RECREATION	30	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16. TRANSPORTATION/TRAFFIC	31	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c) Plan does not regulate air or ground traffic
17. UTILITIES/SERVICE SYSTEMS	32	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
18. MANDATORY FINDINGS OF SIGNIFICANCE	33	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b) No cumulative impacts

SOURCE LIST

The following references are cited in the text that follows for the Initial Study.

1. California, State of. Department of Transportation. Division of Aeronautics. *California Airport Land Use Planning Handbook*. October 2011.
2. San Benito, County of. *San Benito County General Plan*. Adopted by Board of Supervisors on July 21, 2015.
3. San Benito, County of. *Code of Ordinances*. Adopted by the Board of Supervisors on January 6, 2009.
4. San Benito County Airport Land Use Commission. *Comprehensive Land Use Plan, Frazier Lake Airpark*. Adopted November 15, 2001.

DETERMINATION (To Be Completed By Lead Agency)

On the basis of this initial study:

- ☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

Signature

Date

Printed Name:

For

ENVIRONMENTAL CHECKLIST

1. AESTHETICS

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway corridor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – d) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

2. AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board.

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined in Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – e) See Summary of Potential Environmental Effects (No. 11 on page 5). Furthermore, the compatibility policies of the *Compatibility Plan* favor continuation of agricultural uses in the vicinity of the Airport. The County of San Benito's 2035 General Plan identifies land within the Airport Influence Area as prime agriculture.

Mitigation

None Required.

3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – e) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

4. BIOLOGICAL RESOURCES

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – f) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

5. CULTURAL RESOURCES

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – d) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

6. GEOLOGY, SOILS, AND SEISMICITY

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – e) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

7. GREENHOUSE GAS EMISSIONS

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a, b) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

8. HAZARDS AND HAZARDOUS MATERIALS

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – d, f – h) See Summary of Potential Environmental Effects (No. 11 on page 5).

e) The proposed *Compatibility Plan* is regulatory in nature, and as such, does not propose any physical development within an airport land use plan. Therefore, adoption and implementation of the *Compatibility Plan* would not result in a safety hazard for people residing and working in the vicinity of the Airport.

Pursuant to the State Aeronautics Act, the proposed *Compatibility Plan* utilizes aircraft accident risk data and safety compatibility concepts provided in the *California Airport Land Use Planning Handbook* (2011) to establish compatibility safety zones (i.e., areas exposed to significant safety hazards). The *Compatibility Plan* establishes safety criteria and policies that limit residential densities (dwelling units per acre) and concentrations of people within the safety zones. The policies are intended to minimize the risks associated with an off-airport aircraft accident or emergency landing. The policies focus on reducing the potential consequences of such events when they occur. Risks to both people and property in the vicinity of the airport and to people on board the aircraft are considered.

The risks of an aircraft accident occurrence is further reduced by airspace protection policies limiting the height of structures, trees, and other objects that might penetrate the airport's airspace as defined by Federal Aviation Regulations (FAR), Part 77, *Objects Affecting Navigable Airspace*. The airspace protection policies also restrict land use features that may generate other hazards to flight such as visual hazards (i.e., smoke, dust, steam, etc.), electronic hazards that may disrupt aircraft communications or navigation, and wildlife hazards (i.e., uses which would attract hazardous wildlife). Therefore, no impact is anticipated as a result of the adoption and implementation of the proposed *Compatibility Plan*.

Mitigation

None Required.

9. HYDROLOGY AND WATER QUALITY

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of a site or area including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of a site or area including through the alteration of the course of a stream or river or, substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – j) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

10. LAND USE AND LAND USE PLANNING

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a, c) See Summary of Potential Environmental Effects (No. 11 on page 5).

b) State law (Government Code Section 65302.3) requires each local agency having jurisdiction over land uses within an ALUC's planning area, also referred to as the Airport Influence Area, to modify its general plan and any affected specific plans to be consistent with the compatibility plan. The law says that the local agency must take this action within 180 days of when the ALUC adopts or amends its plan. The only other course of action available to local agency is to overrule the ALUC by, among other things, a two-thirds vote of Board of Supervisors after making findings of fact that the agency's plans are consistent with the intent of state airport land use planning statutes.

A general plan does not need to be identical with the ALUC's plan in order to be consistent with the *Compatibility Plan*. To meet the consistency test, a general plan must do two things:

1. It must specifically address compatibility planning issues, either directly or through reference to a zoning ordinance or other policy document; and
2. It must avoid direct conflicts with compatibility planning criteria.

With regard to the proposed *Compatibility Plan*, the County of San Benito is the only general purpose government entity having land use jurisdiction in the proposed Airport Influence Area. As such, once the *Compatibility Plan* is adopted by the ALUC, San Benito County will be required to amend its General Plan and/or other implementing ordinance to be consistent with the *Compatibility Plan* or to take action to overrule the ALUC.

The County of San Benito adopted its General Plan on July 21, 2015. The County has an Airport Safety District ordinance (Chapter 25.21.001-.017) which provides land use regulations for protecting people and property on the ground in the vicinity of the Frazier Lake Airpark, minimizing injury to aircraft occupants and preventing creation of hazards to aircraft using the airport. The County also has an Airport Zoning Ordinance (Chapter 19.03) which applies specifically to Hollister Municipal Airport.

A review of the adopted general plan policies addressing airport land use compatibility matters (see table below) indicates that the current general plan policies do not directly conflict with the *Compatibility Plan*. Nevertheless, the general plan and/or other implementing ordinance will need to be amended or supplemented to:

1. Reference the new *Compatibility Plan* by name and adoption date;
2. Establish the process the local agency will follow when forwarding certain land use actions to the ALUC for review;
3. Define the process the local agency will follow when reviewing proposed land use development within the AIA to ensure that the development will be consistent with the policies set forth in the *Compatibility Plan*; and
4. Incorporate the compatibility criteria, policies, and zones addressing noise, safety, airspace protection, and overflight hazards.

Summary of Current General Plan Policies

The County's General Plan establishes the following airport land use compatibility goals:

- The County shall prohibit land uses within unincorporated areas that interfere with the safe operation of aircraft or that would be exposed to hazards from the operation of aircraft. (Health and Safety Element , goal HS-7.1)
- The County shall coordinate with the ALUC on land use planning around airports and submit development proposals for land within the airport area of influence for review by the ALUC for consistency with the Airport Land Use Compatibility Plan. (Health and Safety Element , goal HS-7.2)
- The County shall require development within the airport approach and departure zones to be in compliance with Part 77 of the Federal Aviation Administration Regulations (FAA regulations that address objects affecting navigable airspace). (Health and Safety Element , goal HS-7.3)
- The County shall review all proposed radio, television, power, or related transmission towers and lines for appropriate location and possible air travel conflicts during the discretionary application process. (Health and Safety Element , goal HS-7.5)
- The County shall prohibit new noise-sensitive development within the projected future 60 dB Ldn noise contour of any public or private airports and private airstrips, and require that new noise-sensitive development within the projected future 55-60 dB CNEL complete an acoustical analysis demonstrating how residential units have been designed to meet an interior noise level of 45dB CNEL. (Health and Safety Element , goal HS-8.5)
- The County shall coordinate planning and zoning with the San Benito County Airport Land Use Commission and ensure that all land uses and regulations within the Hollister and Frazier (sic) Airports areas of influence are consistent with the adopted San Benito County Airport Land Use Compatibility Plan. (Land Use Element , goal LU-1.9)

Additionally, in order to attain general plan consistency with the *Compatibility Plan*, no direct conflicts should exist between planned land uses shown on the jurisdiction's general plan land use maps and the *Compatibility Plan* criteria. **Figure 2** (see Section 13 of this Initial Study) depicts the land use designations shown in the County of San Benito's 2035 General Plan. Overlaid onto the map are the compatibility zones which could potentially prohibit or restrict the residential development locations or nonresidential types and usage intensity (people per acre) of planned land uses.

An analysis of the adopted land use designations indicates that there are minimal conflicts between planned land uses and the *Compatibility Plan* criteria. In general there are no locations where future development of the types indicated by the general plans would be outright prohibited by the *Compatibility Plan*. The one exception is the Inner Safety Zones, where residential development is not allowed. The *Compatibility Plan* would restrict future development to a nonresidential usage and intensity that is less than the adopted General Plans would allow. These land use conflicts are summarized below.

Conflicts with General Plan Land Use Designations

The *Compatibility Plan* limits new residential development within some of the Airport Safety Zones. Within these zones, the County's land use designations permitting residential

development include Agricultural Productive (1 du/5 acres). The *Compatibility Plan* is consistent with the residential densities allowed in the general plan land use designations with the exception of Runway Protection Zones and Inner Safety Zones, where residential development is prohibited.

The *Compatibility Plan* identifies agriculture (except residences and livestock) as a compatible use in all zones. The only caveat would be agricultural crops or activities that would create airspace protection hazards (e.g., attract birds). Although discouraged, the *Compatibility Plan* includes a provision which would allow construction of a single-family home or secondary unit, as defined by state law, on a legal lot of record if such use is permitted by local land use regulations. Therefore, the agriculture designations do not directly conflict with the *Compatibility Plan* provided that future residential development (e.g., farm-worker housing) is established outside of the noise/risk zones noted above.

Conflicts with Zoning Regulations

In the definition of Agricultural Productive, in the last category, "Section 164, Additional Uses", there are numerous uses listed whose location or presence are restricted or prohibited in certain Safety Zones, for example hospitals, schools and large assemblies of people.

The *Compatibility Plan* addresses these conflicts in paragraph 4.3.1.1. Policy G-1, which says: "In the case of conflicting policies, the most restrictive policy shall be applied."

11. MINERAL RESOURCES

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – b) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

12. NOISE

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project located in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – d, f) See Summary of Potential Environmental Effects (No. 11 on page 5).

e) The proposed *Compatibility Plan* is regulatory in nature, and as such, does not propose any physical development within an airport land use plan. Therefore, adoption and implementation of the *Compatibility Plan* would not expose people residing and working in the vicinity of an airport to excessive noise or generate new sources of aviation-related noise.

Airport-related noise and its impacts on land uses are factors in the proposed compatibility criteria. In accordance with PUC Section 21675(a), the *Compatibility Plan*'s noise contours reflect the long-term (at least 20 years) potential noise impacts of the Airport. The noise contours represent 190,000 annual aircraft operations the maximum capacity of the Airport. The noise contours are a composite reflecting the existing and ultimate runway configuration as presented in the Airport Layout Plan accepted by the Caltrans Division of Aeronautics in 2001 as the basis of this *Compatibility Plan*. The noise contours are described in terms of the Community Noise Equivalent Level (CNEL), the metric adopted by the State of California for land use planning purposes.

The *Compatibility Plan* establishes criteria that reduce the potential exposure of people to excessive aircraft-related noise by requiring noise insulating building standards in new residential construction and limiting noise-sensitive land uses in locations exposed to noise levels of 55 dB CNEL or higher. The *Compatibility Plan* also establishes overflight compatibility policies. The purpose of overflight compatibility policies is to help notify people about the presence of overflight near airports so that they can make more informed decisions regarding acquisition or lease of property in the affected areas. Overflight compatibility is particularly important with regard to residential land uses. Policy N-5 of the *Compatibility Plan* describes the requirement to give notice of potential noise impacts to property renters and leasers located inside the 60 dB CNEL noise contour. Policy O-1 of the *Compatibility Plan* describes the policy required for real estate transaction disclosure for properties located in the Airport Influence Area.

As shown in **Figure 3** in Section 13, *Population and Housing*, of this Initial Study, the 55 dB CNEL contour extends beyond the airport property and encompasses mainly planned land uses that are not considered to be noise-sensitive (i.e., agriculture) and in some cases, overlie a recognized flood plain. Therefore, no impact is anticipated as a result of the adoption and implementation of the proposed *Compatibility Plan*.

Note that the *Compatibility Plan* does not regulate the operation of aircraft or the noise produced by that activity. State law explicitly denies the ALUC authority over such matters.

Mitigation

None Required.

13. POPULATION AND HOUSING

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) Adoption and implementation of the proposed *Compatibility Plan* would not be growth inducing as the plan is regulatory in nature and does not propose any project that would cause physical development to occur. Additionally, policies set forth in the *Compatibility Plan* do not directly or indirectly induce population growth either locally or regionally beyond what is considered in the general plans and/or other land use policy instruments adopted by the County of San Benito. In fact, the provisions of the proposed *Compatibility Plan* limit the location, distribution, and density (dwelling units per acre) of future residential uses and the intensity (number of people per acre) of future nonresidential uses only within the Runway Protection Zone and Inner Safety Zone to minimize potential noise and safety concerns. However, these limitations can have the potential of displacing future development to locations outside the AIA. This topic is covered below.

b,c) As described above, the *Compatibility Plan* is a guidance document that sets forth policies that influence the location, distribution, and density/intensity of both residential and nonresidential land uses in a way that is intended to reduce potential noise impacts and safety concerns. The noise, safety, airspace protection, and overflight policies contained in the proposed *Compatibility Plan* only affect planned land uses. In accordance with PUC Section 21674(a), the policies of the *Compatibility Plan* do not apply to existing land uses, whether or not they are consistent with the criteria of the *Compatibility Plan*. Moreover, the plan explicitly allows construction of single-family houses on legal lots of record where such uses are permitted by local land use regulations. Therefore, adoption and implementation of the *Compatibility Plan* would not result in the displacement of *existing* housing or persons. As such, no new construction of replacement housing would be required.

Potential Displacement of Future Housing

The proposed *Compatibility Plan*, however, could indirectly influence future land use development in the vicinity of the airport by constraining the density (dwelling units per acre) of future residential uses and the intensity (number of people per acre) of future nonresidential uses within the Runway Protection Zone and Inner Safety Zone. Therefore, the *Compatibility Plan* has the potential to shift future development patterns and impact the location of population growth and future housing. Any potential indirect effect that may arise is uncertain from a timing and location standpoint, and it is speculative to anticipate the specific characteristics of future development or the types of impacts to population and housing that would be associated with it.

As jurisdictions are mandated by state law to accommodate their share of the regional housing needs, the potential impact that the proposed *Compatibility Plan* would have on local jurisdictions' housing stock was analyzed. To address potential impacts to future housing resources, an analysis was conducted to determine the amount of developable residential acreage and the number of dwelling units that would be precluded from development if the local jurisdictions were to amend their respective general plans to establish designations consistent with the *Compatibility Plan*.

The analysis compares the residential densities permitted under the local general plan with the density limits established in the draft *Compatibility Plan*. Where the general plan densities exceed the *Compatibility Plan* density criteria (i.e., allow more residential units than would be permitted under the *Compatibility Plan*), the number of housing units that could not be accommodated within the Airport Influence Area (i.e., displaced) is quantified. This is the potential worst-case scenario displacement of future housing, as the analysis does not consider non-aviation factors that would constrain development (e.g., terrain, transportation access, utilities, etc.). As a result, the amount of displacement is considered to be overstated. The areas of potential displacement are the Inner Safety Zones and Runway Protection Zones which are located off the ends of the runways outside of the airport boundary.

The analysis was limited to the airport Inner Safety Zones and Runway Protection Zones off airport property, as the *Compatibility Plan* residential development density in the area outside of the Inner Safety Zones is the same as that in the Agricultural Productive District, i.e., 1 du per 5 ac. Therefore the total area of the Inner Safety Zones and Runway Protection Zones outside of the airport boundary was determined to be 52.8 ac or 10 dwelling units at 1 du per 5 acres.

The results of the analysis indicate that the adoption and implementation of the proposed *Compatibility Plan* would have minimal effect on the County of San Benito. The above calculation indicates that up to 10 housing units could be displaced to areas outside of the safety zones. This displacement, however, is considered to be less than significant for the following reasons:

1. The land use impacted is agricultural use which allows low-density residential development: Agricultural Productive (1 du/5 ac). The County's Transfer of Development Credit (TDC) Ordinance (Chapter 21.09) allows property owners to transfer their development rights from one property to another, thereby preserving prime agricultural and open space land while being compensated by the property owners who obtain the right to use those credits. These development credits are available within the airport safety zones, especially where prime agricultural soils are present.
2. The potential displacement of 10 units is overstated as non-aviation factors that would constrain development are not considered (e.g., terrain, transportation access, utilities, etc.) and one parcel already has a residence.
3. The potential displacement of 10 units represents only a small fraction of the anticipated development within the affected jurisdiction.
- ~~4.~~ The proposed *Compatibility Plan* is being adopted pursuant to Public Utilities Code Section 21670, *et seq.*, to protect public health, safety, and welfare, through the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards; and is guided by the *California Airport Land Use Planning Handbook*. Therefore, by its nature and pursuant to state law, adoption of the *Compatibility Plan* may necessitate restrictions on land uses within the AIA. These factors do not decrease the potential impact that the *Compatibility Plan* may have on future housing units and other development, but they are nonetheless important considerations.

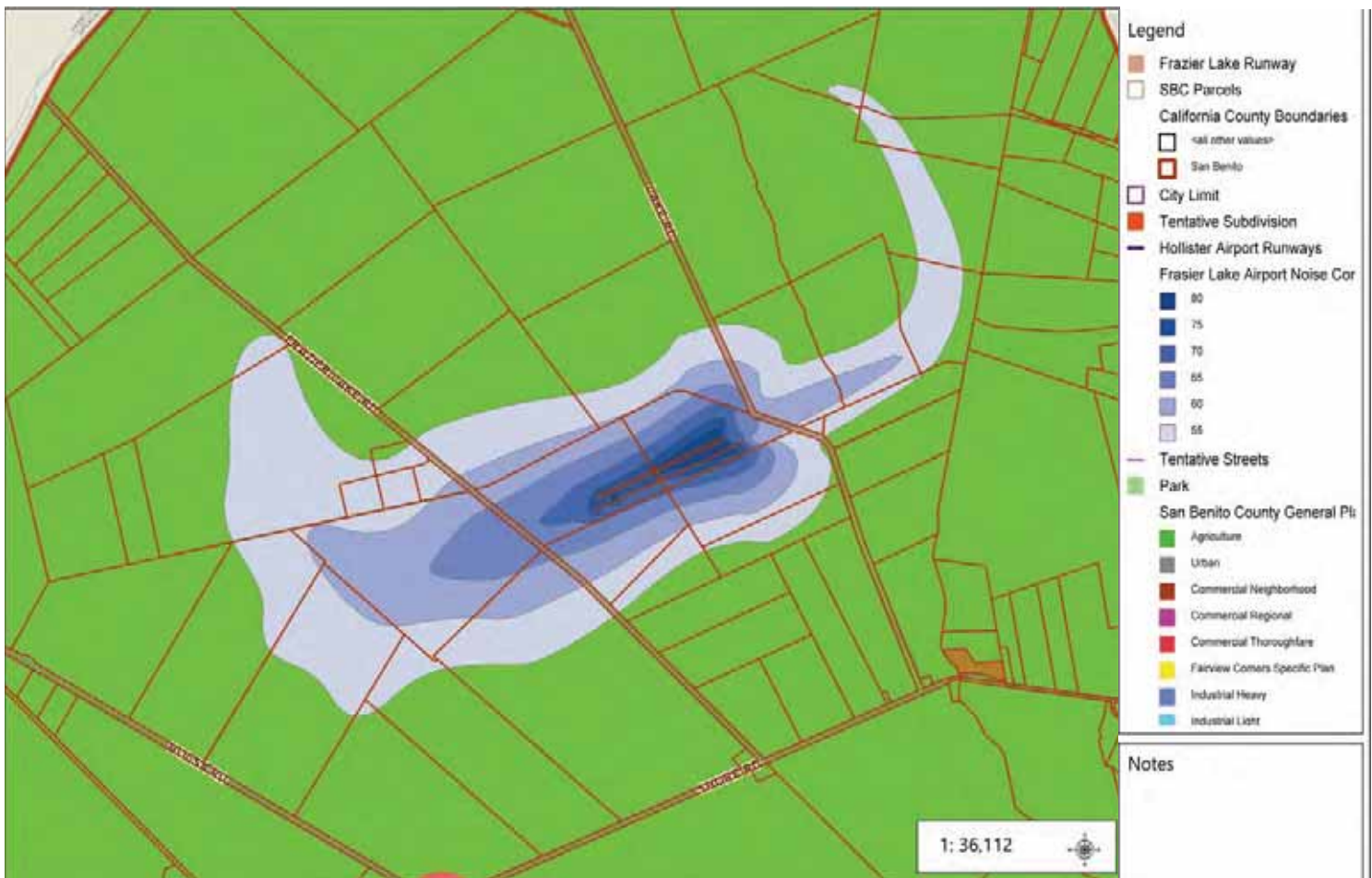
Mitigation

None Required.

Figure 2: SAFETY COMPATIBILITY ZONES AND LAND USE



Figure 3: NOISE CONTOURS AND LAND USE



14. PUBLIC SERVICES

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a.i – a.iv) See Summary of Potential Environmental Effects (No. 11 on page 5).

a.v) Adoption and implementation of the *Compatibility Plan* often creates a temporary increase in the staff workloads of affected land use jurisdictions as a result of the state requirement to modify local general plans for consistency with the compatibility plan. Minimal changes would be required to the County's General Plan, and Airport Safety District ordinance (Chapter 25.21). Over the long term, procedural policies included in the *Compatibility Plan* are intended to simplify and clarify the ALUC project review process and thus reduce workload for ALUC staff and planning staffs for the County.

Mitigation

None Required.

15. RECREATION

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a, b) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

16. TRANSPORTATION AND TRAFFIC

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – b, d – g) See Summary of Potential Environmental Effects (No. 11 on page 5).

c) Neither the ALUC nor the policies set forth in the *Compatibility Plan* have authority over the operation of the Airport. However, in accordance with state law, certain airport development proposals that could have off-airport compatibility implications are subject to ALUC review. Nonetheless, adoption and implementation of the *Compatibility Plan* will not result in any change to air traffic patterns at Frazier Lake Airpark.

Mitigation

None Required.

17. UTILITIES AND SERVICE SYSTEMS

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities, or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider that would serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a – g) See Summary of Potential Environmental Effects (No. 11 on page 5).

Mitigation

None Required.

18. MANDATORY FINDINGS OF SIGNIFICANCE

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have impacts that would be individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a, c) See Summary of Potential Environmental Effects (No. 11 on page 5).

b) The *Compatibility Plan* is regulatory and restrictive in nature and does not cause any physical development to occur. Any potential displacement that would occur as a result of the adoption of this *Compatibility Plan* would be cumulatively insignificant as it represents only a small fraction of the anticipated development within the affected jurisdictions.

Furthermore, the *Compatibility Plan* addresses potential noise and safety impacts and other airport land use compatibility issues associated with potential future development that other public entities or private parties may propose within the Airport Influence Area. Without adoption of the *Compatibility Plan*, the adverse impacts—both to airport functionality and to community livability—of allowing incompatible development to occur may be individually limited, but cumulatively considerable. Therefore, adoption and implementation of the *Compatibility Plan* would prevent exposing persons associated with future land uses to any negative noise or hazardous effects associated with living and working in the vicinity of the Airport. The *Compatibility Plan* thus, in effect, serves as a mitigation plan designed to avoid impacts that might otherwise be individually or cumulatively significant. Therefore, adoption and implementation of the *Compatibility Plan* has no potential to create cumulatively significant environmental impacts.



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: 21.

MEETING DATE: 10/22/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Harry Mavrogenes, RMA Director

AGENDA ITEM PREPARER: Gregory J. Bucknell, PE

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY – H. MAVROGENES

Adopt the plans and specifications for the PWB-1911 Hospital Road Bridge – Low Water Crossing Replacement Project – FAP No. BRLKS NBIL (501); and Authorize the advertisement Invitation For Bids to construct the project upon the contract award for consultant services to provide construction contract administration, engineering, inspection, and materials testing on the project.

FILE NUMBER: 105

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The engineers estimate for this project is approximately \$12.5 million funded under the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) to replace the existing low water crossing with a new bridge structure on Hospital Road. All project costs are fully reimbursable from the Federal Highway Administration (FHWA). The project was initiated after federal funds were obligated by FHWA to fund the project in 2004. The preliminary engineering phase of the project is now complete and has received the necessary environmental and right of way clearances as well

as, through Caltrans, the required Federal Authorization to Proceed with Construction and to advertise the project.

This project provides for the construction of a new bridge, that would meet flood design criteria for this area to span the San Benito River including approach roadway improvements. The project is located West of Southside Road and East of Cienega Road just south of the City of Hollister. The new bridge will replace the existing low-water crossing and would provide vehicular and emergency access on Hospital Road over the San Benito River. The existing low water crossing was closed to public traffic in 2004 due to budget constraints and increased resource agency enforcement requirements.

The plans and specifications for this project are now complete and presented for your approval and authorization to advertise for bids upon the contract award for consultant services to provide construction contract administration and construction engineering on the project. RMA expects contract award for the aforementioned consultant services to take place in late November or early December of this year. Once contract award is approved, the project will be advertised for bids as approved by this resolution. RMA will return to the board for award of the bid to the lowest responsible bidder in February or March 2020 depending on the actual advertisement date. Construction is anticipated to begin spring 2020 and is expected to last until early 2022.

The Environmental Documents have been previously approved and attached for informational purposes only.

Due to the volume of the documents on this project: Plans, Specifications, and Invitation For Bid Documents on the PWB-1911 Hospital Road Bridge-Low Water Crossing Replacement Project – FAP No. BRLKS-NBIL(501) will be available for Public Review at the County Administration Building Foyer by the Clerk of the Board at 481 Fourth Street, Hollister, CA 95203 and at the Resource Management Agency Public Counter by the RMA Director at 2301 Technology Parkway, Hollister, CA 95023 between 8:00 AM and 5:00 PM.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Staff respectfully recommends that the Board:

1. Adopt the plans and specifications for the PWB-1911 Hospital Road Bridge – Low Water Crossing Replacement Project – FAP No. BRLKS NBIL (501);
2. Authorize the advertisement Invitation For Bids to construct the project upon the contract award for consultant services to provide construction contract administration, engineering, inspection, and materials testing on the project.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

Notice of Determination Hospital Rd Bridge Project

CAT EXE-CAT EXC Determination Form - Hospital Rd Bridge

Hospital Road Project Cover Sheet

Hospital Road AIT Attachment

Upload Date Type

10/11/2019

Backup Material

10/11/2019

Backup Material

10/16/2019

Cover Memo

10/16/2019

Cover Memo

NOTICE OF DETERMINATION

TO: ☒ Office of Planning and Research
1400 10th Street, Room 121
Sacramento, CA 95814

FROM: San Benito County Planning Department
3224 Southside Road
Hollister, CA 95023

☒ County Clerk
County of San Benito

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code

Project Title: Hospital Road Bridge Project

2008121018

Art Henriques

(831) 637-5313

State Clearinghouse Number
(if submitted to Clearinghouse)

Lead Agency Contact Person

Area Code/Telephone/Extension

Hospital Road & San Benito River

Project Location

Assessor's Parcel Number

Project Description: The County of San Benito proposes to construct a six-span, cast-in-place, pre-stressed, reinforced concrete box girder bridge on a new roadway alignment to span the San Benito River. The new bridge would be 580-feet long and 37-feet wide (as measured outside of the bridge rails). The bridge would accommodate two 12-foot lanes for vehicular traffic, two 5-foot wide shoulders/bike lanes, and two bridge rails. The new southern and northern roadway approaches will be approximately 800-feet and 1,200-feet long, respectively. The new bridge would replace the existing low-water crossing and would provide vehicular and emergency access between the existing stub outs on Hospital Road west of Truckee Way and east of Cowden Road.

FILED
IN SAN BENITO COUNTY

JUL 31 2009

JOE PAUL GONZALEZ, COUNTY CLERK
BY: DIANNA SMITH
DEPUTY CLERK

This is to advise that the San Benito County Board of Supervisors has approved the described project on June 23, 2009, and has made the following determinations regarding this project.

1. The project ☐ will ☒ will not have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures ☒ were ☐ were not made a condition of the approval of the project.
4. A statement of Overriding Considerations ☐ was ☒ was not adopted for this project.
5. Findings ☒ were ☐ were not made pursuant to the provisions of CEQA.
6. A de minimis impact finding ☐ was ☒ was not made pursuant to §711.2 of the Fish and Game Code.

This is to certify that the final Environmental Document with comments and responses and record of project approval is available to the general public at:

SAN BENITO COUNTY PLANNING DEPARTMENT
3224 SOUTHSIDE ROAD
HOLLISTER, CA 95023

Date

6/29/09


San Benito County Planning Department

CATEGORICAL EXEMPTION/ CATEGORICAL EXCLUSION DETERMINATION FORM

05-SBt-0-CR

Dist.-Co.-Rte. (or Local Agency)

N/A

P.M/P.M.

N/A

E.A. (State project)

BRLKS-NBIL (501)

Federal-Aid Project No. (Local project)/ Proj. No.

PROJECT DESCRIPTION:

(Briefly describe project, purpose, location, limits, right-of-way requirements, and activities involved.)

The County of San Benito, with funding from the Federal Highway Administration through the Highway Bridge Replacement and Rehabilitation Program, proposes a project to replace the existing low-water crossing with a bridge across the San Benito River, near the City of Hollister, San Benito County, California. The low-water crossing will be replaced with a six-span, cast-in-place, pre-stressed, reinforced concrete box bridge. The new bridge will require realignment of the existing roadway (askew of the existing low-water crossing), and will be 580 feet long and 37 feet wide, with two 12-foot wide travel lanes and two five-foot wide shoulder/bike lanes. The bridge will be supported on a foundation consisting of 44 support piles (thirty-four 14-inch steel pipe piles, and ten 84-inch cast-in-steel-shell piles). The 14-inch steel pipe piles will be installed to construct the bridge abutments – both abutments will be located above the ordinary high water mark. The ten 84-inch piles will be installed within the river bed.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on a list pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse effect on the significance of a historical resource.

CALTRANS CEQA DETERMINATION

- ☐ Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

- ☐ Categorically Exempt. Class _____. (PRC 21084; 14 CCR 15300 et seq.)
- ☐ Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3])]

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

Signature

Date

Signature

Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b)
(<http://www.fhwa.dot.gov/hep/23cfr771.htm> - sec.771.117).

In non-attainment or maintenance areas for Federal air quality standards, the project is either exempt from all conformity requirements, or conformity analysis has been completed pursuant to [42 USC 7506\(c\)](#) and [40 CFR 93](#).**CALTRANS NEPA DETERMINATION**

- ☒ **Section 6004:** The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding (MOU) dated June 7, 2007, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

- 23 CFR 771.117(c): activity (c) (____)
- 23 CFR 771.117(d): activity (d) (3)
- Activity ____ listed in the MOU between FHWA and the State

- ☐ **Section 6005:** Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under Section 6005 of 23 U.S.C. 327.

Gary Ruggerone

Print Name: Environmental Branch Chief

Signature

Date

Mike Giuliano

Print Name: Project Manager/DLA Engineer

Signature

Date

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., air quality studies, documentation of conformity exemption, FHWA conformity determination if Section 6005 project; §106 commitments; §4(f); §7 results; Wetlands Finding; Floodplain Finding; additional studies; and design conditions). Revised September 15, 2008

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

All piles will be installed with an impact hammer. Approximately 1,500 cubic yards of rock rip-rap will be placed along the base of both abutments to protect against river scour. In addition, one sheet pile will be driven at the base of the north bridge abutment (beneath the streambed) to minimize the amount of rock rip-rap that would otherwise be required for scour protection along the abutment. The thalweg within this reach of the river occurs approximately 75 feet from the north abutment – no rip-rap or support columns will be placed within the thalweg of the river. The project is expected to require two years for construction. All work within the San Benito River will occur during the seasonal dry period of June 15th through November 15th, with work expected to begin in July each year of construction.

The proposed project has been reviewed to ensure compliance with federal regulations.

Section 106 of the National Historic Preservation Act: A Historic Property Survey Report was prepared for the project and documents that the requirements of 36 CFR 800 have been fulfilled, in accordance with the January 1, 2004 "Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California" (hereafter, the PA). The project as proposed does not have the potential to affect historic properties under Section 106 of the National Historic Preservation Act.

Section 7 of the Federal Endangered Species Act: A Biological Assessment was prepared for the proposed project. The U.S. Fish and Wildlife Service (USFWS) has provided a Biological Opinion (BO) dated May 22, 2009 to address potential take of California red-legged frog (CRLF) and California tiger salamander (CTS). The BO also includes the provisions of the Programmatic Biological Opinion for CRLF between FHWA and USFWS (April 24, 2003). The USFWS concluded that the project as proposed is not likely to jeopardize the continued existence of the CRLF or CTS. The project area does not fall within proposed critical habitat for CRLF. They also concurred with the determination that the project as proposed was not likely to adversely affect San Joaquin kit fox.

National Marine Fisheries Service (NMFS) has provided a concurrence letter dated April 14, 2009 that the project is not likely to adversely affect south-central California coast steelhead or their designated critical habitat.

With the measures provided in the Biological Assessment, and the Terms and Conditions of the BOs, the project will be consistent with the FESA.

Wetlands: A Natural Environment Study (NES) with a Delineation of Jurisdictional Wetlands and Other Waters was prepared for the project. The project would permanently impact approximately 0.015 acre of wetlands. The term "no net loss" is not limited to acreage and includes the functions and values of wetland features. The loss of 0.015 acre of wetlands will not affect the functions and values of wetland habitat in this area, therefore no net loss of wetlands will occur as a result of this project. The project is consistent with Executive Order 11990 – Protection of Wetlands.

Migratory Bird Treaty Act: The proposed project could potentially affect migratory birds nesting in the project area if they are present when construction begins. The measures described in the NES, Section 5.7 will be implemented during construction to avoid disturbing nesting birds.

Invasive Species: To avoid spread of invasive species during project construction, contract specifications will include the measures described in the NES, Section 5.6. With these measures, the project will be consistent with Executive Order 13112.

Floodplains: A Hydraulic and Floodplain Evaluation Report and Location Hydraulic Study Form was prepared for the project. The Summary Floodplain Evaluation Report (March 17, 2008) concluded that the proposed project would not have a significant impact on the existing floodplain. The project is not a longitudinal encroachment on the floodplain.

Noise: The project is a Type I project as defined by 23 CFR 772.5(h) since it will result in a substantial change in the horizontal and vertical alignment of Hospital Road at the San Benito River. A Noise Impact Analysis was prepared (March 2008) and it was determined that there would be no long-term noise impacts from the project. Standard noise reduction measures will be implemented during construction to minimize short-term construction noise impacts.

In order to protect environmental resources and to comply with federal regulations during construction, the County shall ensure that the following avoidance, minimization, and mitigation measures are carried out:

- In the event cultural material is encountered during construction, work shall cease until a qualified archaeologist can assess the discovery, and the Caltrans Environmental Branch shall be notified immediately.
- All measures as described in Chapter 1 of the Biological Assessment (November 2008), shall be implemented.
- All measures as described in Chapter 4 and Chapter 5, Sections 5.5, 5.6 and 5.7 of the Natural Environment Study (June 2008) shall be implemented.
- The Hydrosed Guidelines, as described in Appendix E of the Natural Environment Study, shall be implemented.
- All Terms and Conditions as described in the April 14, 2009 letter from NMFS, and the May 22, 2009 BO and April 24, 2003 Programmatic BO from USFWS, shall be implemented.

With inclusion of the above-referenced measures, the project will not result in significant impacts to the environment.

FEDERAL AID PROJECT NO. **BRLKS-NBIL(501)**

SAN BENITO COUNTY PROJECT NO. **PWB-1911**

COVER SHEET

COUNTY OF SAN BENITO

RESOURCE MANAGEMENT AGENCY

PUBLIC WORKS DIVISION

FEDERAL AID PROJECT NO. **BRLKS-NBIL(501)**

COUNTY PROJECT NO. **PWB-1911**

**HOSPITAL ROAD BRIDGE
LOW WATER CROSSING REPLACEMENT PROJECT**

SPECIAL PROVISIONS

INVITATION FOR BIDS

BOOK ONE OF FOUR

NOTICE TO CONTRACTORS

INVITATION FOR BIDS

GENERAL PROVISIONS

SAN BENITO COUNTY PUBLIC WORKS & ROAD PROJECTS

SPECIAL PROVISIONS

APPROVED AS TO LEGAL FORM:

**BARBARA THOMPSON
SAN BENITO
COUNTY COUNSEL**

By: _____.

G. Michael Ziman, Deputy County Counsel

Date: _____

APPROVED FOR USE IN INVITATION TO BID:

**SAN BENITO COUNTY
BOARD OF SUPERVISORS**

By: _____.

Mark Medina, CHAIR

Date: _____

FEDERAL AID PROJECT NO. **BRLKS-NBIL(501)**

SAN BENITO COUNTY PROJECT NO. **PWB-1911**

COVER SHEET
COUNTY OF SAN BENITO
RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS DIVISION

FEDERAL AID PROJECT NO. **BRLKS-NBIL(501)**

COUNTY PROJECT NO. **PWB-1911**

HOSPITAL ROAD BRIDGE
LOW WATER CROSSING REPLACEMENT PROJECT

INVITATION FOR BIDS
BOOK TWO OF FOUR

BID FORM

BIDDERS ARE TO COMPLETE BOOK TWO AND SUBMIT IN ITS ENTIRETY.
DO NOT SEPARATE.

BIDS DUE: JANUARY 17, 2020 AT 2:00 PM

Bid Opening Date: _____

Notice to bidders and Special Provisions dated: _____

Project Plans approved: _____

Standard Specifications dated: _____

Standard Plans dated: _____

NAME OF BIDDER: _____

APPROVED AS TO LEGAL FORM:

BARBARA THOMPSON
SAN BENITO
COUNTY COUNSEL

By: _____

G. Michael Ziman, Deputy County Counsel

Date: _____

APPROVED FOR USE IN INVITATION TO BID:

SAN BENITO COUNTY
BOARD OF SUPERVISORS

By: _____

Anthony Botelho, CHAIR

Date: _____

FEDERAL AID PROJECT NO. **BRLKS-NBIL(501)**

SAN BENITO COUNTY PROJECT NO. **PWB-1911**

COVER SHEET

COUNTY OF SAN BENITO

RESOURCE MANAGEMENT AGENCY

PUBLIC WORKS DIVISION

FEDERAL AID PROJECT NO. **BRLKS-NBIL(501)**

COUNTY PROJECT NO. **PWB-1911**

**HOSPITAL ROAD BRIDGE
LOW WATER CROSSING REPLACEMENT PROJECT**

INVITATION FOR BIDS

BOOK THREE OF FOUR

REVISED STANDARD SPECIFICATIONS

APPROVED AS TO LEGAL FORM:

**BARBARA THOMPSON
SAN BENITO
COUNTY COUNSEL**

By: _____.

G. Michael Ziman, Deputy County Counsel

Date: _____

APPROVED FOR USE IN INVITATION TO BID:

**SAN BENITO COUNTY
BOARD OF SUPERVISORS**

By: _____.

Anthony Botelho, CHAIR

Date: _____

FEDERAL AID PROJECT NO. **BRLKS-NBIL(501)**

SAN BENITO COUNTY PROJECT NO. **PWB-1911**

COVER SHEET

COUNTY OF SAN BENITO

RESOURCE MANAGEMENT AGENCY

PUBLIC WORKS DIVISION

FEDERAL AID PROJECT NO. **BRLKS-NBIL(501)**

COUNTY PROJECT NO. **PWB-1911**

**HOSPITAL ROAD BRIDGE
LOW WATER CROSSING REPLACEMENT PROJECT**

INVITATION FOR BIDS

BOOK FOUR OF FOUR

INFORMATION HANDOUT

APPROVED AS TO LEGAL FORM:

**BARBARA THOMPSON
SAN BENITO
COUNTY COUNSEL**

By: _____.

G. Michael Ziman, Deputy County Counsel

Date: _____

APPROVED FOR USE IN INVITATION TO BID:

**SAN BENITO COUNTY
BOARD OF SUPERVISORS**

By: _____.

Anthony Botelho, CHAIR

Date: _____

**Plans, Specifications and bid
documents for the construction of
the Hospital Road Bridge crossing
at San Benito River**

**Are Available for Review
With the Clerk of the Board**

At

481 Fourth Street

Hollister, CA 95023

(Between 8:00 a.m. and 5:00 p.m.)

Or

RMA Office

At

2301 Technology Parkway,

Hollister, CA 95023

(Between 8:00 a.m. and 5:00 p.m.)



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: 22.

MEETING DATE: 10/22/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Harry Mavrogenes, Director of Resource Management Agency

AGENDA ITEM PREPARER: Harry Mavrogenes, Director of Resource Management Agency

SBC DEPT FILE NUMBER:

SUBJECT:

RESOURCE MANAGEMENT AGENCY – H. MAVROGENES

Authorize the reallocation and use of the Enterprise Fund to improve road segments on Fairview Road, Shore Road, and McCloskey Road; authorize the RMA Director to move forward with approval of the plans and specifications and Invitation for Bids process; subject to the RMA Director obtaining the Board's approval for plans and specs and complying with public bidding processes as may be required by law returning to the Board with proposed contracts for approval; authorize the RMA Director to approve a scope of work for projects in the amount not to exceed \$1.5 million from the Enterprise Fund; and approve in concept a budget adjustment from the Enterprise fund and direct RMA staff to return with a Budget Adjustment Form and financing plan at a future Board meeting.

SBC FILE NUMBER: 105

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

At the October 8, 2019 Board meeting, the Board approved and authorized the RMA Director to proceed with two major road improvement initiatives, including \$8 million for the Measure G Quick

Start Program, and the utilization of \$3 million in the Enterprise fund generated by the landfill to resurface & improve segments of important Fairview Road, Shore Road, and to realign John Smith at Fairview Road.

At the Board meeting, there was discussion of reallocating Enterprise funds to do more resurfacing and reconstruction work on Fairview Road and McCloskey Road.

The enterprise fund currently has the bulk of its funds committed to road improvements. In addition to the \$3 million allocated on October 8th, the board had previously approved the repaving approved the of a ½ mile segment of John Smith Road & 1.5 mile repaving of Best Road. With all of the road project commitments totally \$4.85 million, there will be a remaining balance of \$542,000 in the Enterprise Fund.

Because these funds may be needed for repairs, emergencies and other contingencies at the landfill, The \$542,000 should be retained in a reserve.

The staff recommends that the Board postpone the John Smith Road realignment, and reallocate the 1.5 million to McCloskey Road improvements from San Felipe to Fairview Road, and for additional Fairview Road improvements adjacent to these being done with the other Enterprise Funds.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Staff respectfully recommends that the Board reallocates the \$1.5 million John Smith Road realignment project to improvement & resurfacing of McCloskey Road, Shore Road, and Fairview Road, to the extent that funds allows; authorize the RMA Director to move forward with approval of the plans and specifications and Invitation for Bids process; subject to the RMA Director obtaining the Board's approval for plans and specs and complying with public bidding processes as may be required by law returning to the Board with proposed contracts for approval; authorize the RMA Director to approve a scope of work for projects in the amount not to exceed \$1.5 million from the Enterprise Fund; and approve in concept a budget adjustment from the Enterprise fund and direct RMA staff to return with a Budget Adjustment Form and financing plan at a future Board meeting.

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: 23.

MEETING DATE: 10/22/2019

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:

SEIU Local 521 (General Unit 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

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: 24.

MEETING DATE: 10/22/2019

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

Potential of additional litigation regarding Master Tax Agreement currently being litigated in *Award Homes and BMC Promise Way*.

SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

n/a

STAFF RECOMMENDATION:

Hold Closed Session.

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number:

MEETING DATE: 10/22/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER:

SUBJECT:

Adjourn to the next regular meeting of November 5, 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 November 5, 2019.

ADDITIONAL PERSONNEL: