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
May 9, 2023 - 9:00 AM

Board of Supervisors
Dom Zanger
Kollin Kosmicki
Mindy Sotelo - Chair
Angela Curro - Vice Chair
Bea Gonzales

SAN BENITO COUNTY
BOARD OF SUPERVISORS

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Board of Supervisors Chambers 481 Fourth Street, Hollister, CA 95023

BOARD OF SUPERVISORS - REGULAR MEETING - POSTED AND FINAL

MAY 9, 2023

9:00 AM

Mission Statement

To adopt policies that reflect the goals and priorities of the community, design a network of services that prioritizes public safety, equality, and economic vibrancy while balancing commitments to the region's rich history and prosperous future.

Levine Act - Campaign Contributions (Government Code Section 84308)

As of January 1, 2023, the Levine Act (Government Code Section 84308) applies to Board of Supervisors proceedings involving a license, permit, or other entitlement for use.

Pursuant to Government Code Section 84308, no Board Member shall accept, solicit, or direct a contribution of more than $250 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the County or for 12 months after a final decision is rendered in that proceeding. Any Board Member who has received a contribution of more than $250 within the preceding 12 months from a party or their agent, or from a participant or their agent, shall disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code Section 84308(d), any party to a covered proceeding before the Board is required, and any participant to such a proceeding is strongly urged, to disclose on the record of the proceeding any contribution, including aggregated contributions, of more than $250 made within the preceding 12 months by them or their agent to any Board Member. The disclosure must include the name of the party or participant and any other person making the contribution, if any; the name of the recipient; the amount of the contribution; and the date the contribution was made. The disclosure shall occur in the manner required under Government Code Section 84308 and any applicable state or local regulations, opinions, or policies. No party or their agent, and no participant or their agent, shall make a contribution of more than $250 to any Board Member during the proceeding or for 12 months after a final decision is rendered in that proceeding.

The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the requirements of the law.

CALL TO ORDER

a. Pledge of Allegiance

The Pledge of Allegiance to be led by Supervisor Kollin Kosmicki District #2.

b. Acknowledge Certificate of Posting

Acknowledge Certificate of Posting
Cert. of Posting Regular Mtg. 05.09.23

c. NOTICE OF TEMPORARY PROCEDURES FOR BOARD OF SUPERVISOR MEETING

The meeting will be available through Zoom, YouTube, and Peak Agenda for those who wish to join or require accommodations

Members of the public may participate remotely via zoom at the following link ***https://zoom.us/join*** *with the following Webinar ID and Password:*

Webinar ID: 836 5228 5311
Webinar Password: 505905

*Those participating by phone who would like to make a comment can use the "raise hand" feature by dialing "*9". In order to receive the full zoom experience, please make sure your application is up to date.*

Remote zoom participation for members of the public is provided for convenience only. In the event that the zoom connection malfunctions for any reason, the board of supervisors reserves the right to conduct the meeting without remote access.

Remote Viewing:

Members of the public who wish to watch the meeting can view a livestream of the meeting online through either the:

A. San Benito County Facebook Page: *https://www.facebook.com/sbccalifornia*
B. Community Media Access Partnership (CMAP) YouTube Page: *https://www.youtube.com/channel/UCLj3iW3_dsDzbYqnY1KdCvA.*
C. Peak Agenda Page: ***https://cosb.granicus.com/ViewPublisher.php?view_id=1***

Written Comments & Email Public Comment

Members of the public may submit comments via email by 5:00 PM on the Monday prior to the Board of Supervisor's meeting to the Clerk of the Board at vdelgado@cosb.us.

Public Comment Guidelines

A. *The San Benito County Board of Supervisor's welcomes your comments.*
B. *If participating on Zoom, once you are selected you will hear that you have been unmuted: At this time, please state your first name, last name, and county you reside in for the record.*
C. *Each individual speaker will be limited to a presentation total of three (3) minutes, or such other time as may be designed by the Chair.*
D. *If there are more than 10 speakers on any given item, speakers will be given (2) minutes to speak to be able to give everyone an opportunity to speak.*

E. S*peakers are encouraged to keep your comments, brief and to the point, and not to repeat prior testimony, so that as many people as possible can be heard. Your cooperation is appreciated.*

If you have any questions, please contact the Clerk of the Board Vanessa Delgado, at (831) 636-4000, Ext. 13 or email VDelgado@cosb.us

d. Presentations and Recognitions

BOARD OF SUPERVISORS
Accept presentation of the California Association of Environmental Professionals (AEP) Award for Outstanding Environmental Analysis Document for the Draft and Final Environmental Impact Report (EIR) for the Betabel Commercial Development Use Permit Project, one of only four EIR's to receive the "Outstanding" category of awards in the State of California in 2023, awarded at the AEP Conference on April 24, 2023.
SBC FILE NUMBER: 156
AEP Award Photo

BOARD OF SUPERVISORS
Approve Proclamation declaring May 2023 as "Community Action Month" in the San Benito County and present a Certificate of Appreciation to Dennis Wightman as a member of the Community Action Board (CAB) of San Benito County for (6) years.
SBC FILE NUMBER: 156
Proclamation re CAB Month
Certificate of Appreciation - Dennis Wightman
2022 CSBG Annual Outcomes.pdf

BOARD OF SUPERVISORS
Approve Proclamation declaring the week of May 21-27, 2023 as National Public Works Week.
SBC FILE NUMBER: 430

Proclamation re Public Works Week

e. Department Head Announcements: Information Only

f. Board Announcements: Future Agenda Items and Committee Updates

FUTURE AGENDA ITEMS
05.01.23 Future Agenda Items.pdf

g. 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.

1. 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 they will have three (3) minutes to speak for one (1) item or five (5) minutes for two (2) or more items.

1.1 **BEHAVIORAL HEALTH DEPARTMENT - R. ESPINOSA**
Approve contract renewal with Merced Behavioral Center for term of July 1, 2023 through June 30, 2024 for an array of inpatient and sub-acute psychiatric levels of care in an amount not to exceed $250,000.00.
SBC File Number: 810
23-24 Merced Behavioral Center
Fully Executed 23-24 Merced Behavioral Center Contract

1.2 **BEHAVIORAL HEALTH DEPARTMENT - R. ESPINOSA**
Approve renewed appointment of Margie Barrios to the Behavioral Health Board for the term of January 2023 to January 2026.
SBC File Number: 810
Margie Barrios Behavioral Health Board Renewal Application

1.3 **BEHAVIORAL HEALTH DEPARTMENT - R. ESPINOSA**
Approve contract renewal with A & A Health Services, a Residential Care Facility for Older Adults, for the term of July 1, 2023 through June 30, 2024 in an amount not to exceed $220,000.00.
SBC File Number: 810
23-24 A & A Health Services
Fully Executed 23-24 A&A Health Services Contract

1.4 **CLERK OF THE BOARD - V. DELGADO**
Approve the action minutes of the April 25, 2023 Regular Meeting.
SBC FILE NUMBER: 156
Board of Supervisor Minutes 4.25.23

1.5 **COUNTY CLERK/RECORDER/REGISTRAR OF VOTERS - F. DIAZ**
Approve Amendment #1 with Corporate Translation Services, LLC. (dba Language Link) for elections language translation and book formatting services for a not to exceed amount $65,000.00 for a period of 2-years and authorize Chair to sign.
SBC FILE NUMBER: 285
Amendment Contract.pdf
Original Language Link Agreement
Fully Executed Amendment #1 Corporate Translation Services Contract

1.6 **COUNTY COUNSEL - B. THOMPSON**
Approve Amendment #5 with Best, Best & Krieger LLP for legal services in the amount of $40,000.00 for work related to Public Records Act requests regarding the Strada Verde Innovation Park project by the Western Resources Law Center of Portland, Oregon.
SBC FILE NUMBER: 160
Amendment #5 Best, Best & Krieger LLP
Amendments 1-4 with Original Engagement
Fully Executed Amendment #5 BBK Contract - PRA

1.7 **COUNTY COUNSEL - B. THOMPSON**

Approve Amendment No. 1 with Colantuono, Highsmith & Whatley, PC in an additional amount of $18,720, for a new not-to-exceed amount of $68,720.00 for work related to an employment matter.

SBC FILE NUMBER: 160

Amendment #1 Colantuono, Highsmith & Whatley, PC - Employee Arbitration Contract

Fully Executed Amendment #1 Colantuono, Highsmith & Whatley, PC Contract

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

Approve the Regional Equity and Recovery Partnerships (RERP) Agreement between the Workforce Development Boards of Santa Cruz, Monterey and San Benito Counties to provide workforce development services through a RERP grant of which San Benito County is allocated to receive $168,670.00 effective March 7, 2023 through October 31, 2025. Retroactive date is due to Health and Human Services receiving the documentation in the beginning of April 2023.

SBC FILE NUMBER: 939

23-25 RERP Agreement with WDBs iv signed

BOS Signature Page RERP Agreement

Fully Executed 2023-25 RERP Agreement with WDBs with signatures

1.9 **HUMAN RESOURCES - H. RING**

Approve the new classification of 1.0 FTE Network Engineer in the Information Technology Division of the County Administrative Office and set salary at $77,167.37 to $103,448.80 yearly.

SBC FILE NUMBER:630

Network Engineer

1.10 **INFORMATION TECHNOLOGY DEPARTMENT - B. GORDON**

Approve Purchase with KIS for Office 365 Email Security in the amount of $88,312.00 for the period of March 1, 2023 through February 29, 2024 and Approve an ARPA.IT interobject transfer of $247,381.00 from the services and supplies - computer hardware object code to the fixed assets - computer object code. The transfer will help staff record the hardware purchase in a more appropriate general ledger account (4/5 vote). The period begins on March 1, 2023 because the license was purchased by KIS with verbal approval to purchase the license.

SBC FILE NUMBER: 119.1

Microsoft Office 365 Security.pdf

Budget Adjustment - ARPA IT Hardware

Fully Executed Budget Adjustment ARPA IT Hardware

1.11 **RESOURCE MANAGEMENT AGENCY – S. LOUPE, PUBLIC WORKS ADMINISTRATOR**

Adopt Board Resolution Certifying County Maintained Road Mileage for 2023.

SBC FILE NUMBER: 105.3

RESOLUTION NO.: 2023-49

Board Resolution

Fully Executed Resolution No. 2023-49

1.12 **RESOURCE MANAGEMENT AGENCY - S. LOUPE, PUBLIC WORKS ADMINISTRATOR**

Adopt continuing Resolution confirming the Public Works Administrator's authority to enter into emergency repair and replacement contracts to remediate a local emergency caused by December, 2022 through January, 2023 flooding and storm events, pursuant

to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; finding that there is a need to continue emergency action; and finding emergency repair and replacement work exempt from CEQA under CEQA Guidelines Section 15269(d), as emergency projects within the rights of way of existing County and State highways damaged by flooding and storm events. (4/5 vote required)
SBC FILE NUMBER: 75.5
RESOLUTION NO: 2023-50
Board Resolution
Fully Executed Resolution No. 2023-50

1.13 **TREASURER/ TAX COLLECTOR/ PA - M. CASILLAS**
Receive and accept the monthly Treasurer's Portfolio Report for March 2023. The Treasurer's Portfolio Report contains the activity and balances of the operating accounts and long-term investments of the Treasury. The total portfolio as of March 13, 2023 was $353,765,823. The focus of the Treasurer's portfolio follows Government Codes 53600 et seq. mandates in the order of 1) safety, 2) liquidity and 3) return. The Treasury operates under the Board approved Invest Policy of 2023.
SBC FILE NUMBER: 685.2
BOS March 2023 Portfolio Report
Glossary

2. REGULAR AGENDA

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

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

2.1 **COUNTY ADMINISTRATION OFFICE - R.ESPINOSA**
Receive presentation on the Accountability, Transparency, Housing, Outreach, Mitigation & Economic Opportunity (AT HOME) comprehensive plan to address homelessness and adopt resolution supporting AT HOME; receive presentation on the National Center for Public Lands Counties and approve a one-time contribution of one percent (1%), equivalent to three thousand three hundred three & ninety-nine cents ($3,303.99) of the Local Assistance and Tribal Consistency Funds to go towards the National Center of Public Lands Counties ($330,398.72); adopt a motion supporting contribution.
SBC FILE NO.:119
RESOLUTION NO.: 2023-51
AT HOME - San Benito County 5.9.23 Presentation
AT HOME Resolution
AT HOME Presentation
AT HOME Flyer
National Center for Public Lands Counties Presentation
CSAC Invoice-National Center for Public Lands Counties
LATCF Allocations for Eligible Revenue Sharing County Governments
Fully Executed Resolution No. 2023-51 - At Home Plan

2.2 **RESOURCE MANAGEMENT AGENCY - S. LOUPE, PUBLIC WORKS ADMINISTRATOR**
Accept presentation regarding Road Project status and approve Budget Adjustment transfer of $5,314,161.60 from the Traffic Impact Fee fund to the Council of Government

fund 628 to pay the County's contribution for the SR 156 widening effective April 28, 2023. (4/5 vote required).
SBC FILE NUMBER: 105

Budget Adjustment re SR156
Attachment 1 - Invoice #1 for TIMF Funding of SR 156 Project
Attachment 2 - Michael Baker International Memorandum REVISED 1122022
County Letter TIMF SR 156
TIMF SR 156- Invoice 2
BOS 050923 $5.4 MILL TRF TIF TO COG
Road Projects Update (May 2023)
Fully Executed Budget Adjustment SR156

2.3 **COUNTY COUNSEL - B. THOMPSON**
Discussion of current status of the County Counsel's office, including potential restructuring to cover future vacancies, and authorize issuance of Request for Qualifications (RFQ) for legal services.
SBC FILE NUMBER: 160
San Benito County County Counsel RFQ final from Ella pdf.pdf

2.4 **SHERIFF'S OFFICE - E. TAYLOR**
Approve Amendment #2 to contract with California Forensic Medical Group for health care services to the county jail and juvenile hall extending the term from June 30, 2023 to June 30, 2024, making this a five year contract, and increasing the cost for FY 2023-24 by $8,886.00 for a total fiscal year cost not to exceed $1,772,687.00.
SBC FILE NUMBER: 110
Amendment to Contract #2 CFMG
CPI for All Urban Consumers
Fully Executed Amendment #2 California Forensic Medical Group Contract

3. PUBLIC HEARING

3.1 **SHERIFF'S OFFICE - E. TAYLOR**
(To Be Heard at 1:30 p.m. or soon thereafter as the matter may be heard)
Introduce and waive first reading of an ordinance of the Board of Supervisors adopting a policy to provide guidelines for the approval, acquisition and reporting requirements for military equipment.
SBC File Number: 110
Ordinance No.: 1056
Ordinance - Military Equipment
Military Equipment Policy #708
SBCSO AB 481 Inventory
SBCSO Equipment Justificatoin AB 481

3.2 **RESOURCE MANAGEMENT AGENCY - A. PRADO PLANNING AND BUILDING DIRECTOR**
(To Be Heard at 1:30 p.m. or soon thereafter as the matter may be heard)
Approval of an ordinance to amend the County's Code Chapter 21 of Articles I and II of the San Benito County, CA Code of Ordinances to adopt the 2022 California Building Codes, the 2021 International Property Maintenance, 2021 IAPMO Uniform Swimming Pool & Spa, and 2022 California Fire Code with local amendments. Title of the Ordinance is "An Ordinance Amending Title 21 of the San Benito County Code and Adopting By Reference the California Code of Regulations Title 24, 2022 Edition, of the

California Building Standards Code, 2021 International Codes, International Association of Plumbing and Mechanical Officials Codes"
SBC FILE NUMBER:790
ORDINANCE NO. 1054
Ordinance Amending Building Code
Updated Proof of publication
Proof of Publication 2.pdf
Proof of Publication.pdf
Second Publication for BOS April 25 meeting.pdf
Fully Executed Ordinance No. 1054 Amending Building Code

ADJOURNMENT

Adjourn to the next regular meeting of May 23, 2023.

NOTE: A copy of this Agenda is published, along with supportive documents, on the County's Web site on the Wednesday 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

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

MEETING DATE: **05/09/2023**

DEPARTMENT: CLERK OF THE BOARD

AGENDA ITEM PREPARER: Vanessa Delgado

DEPT HEAD/DIRECTOR: Vanessa Delgado

SUBJECT:

The Pledge of Allegiance to be led by Supervisor Kollin Kosmicki District #2.

AGENDA SECTION:

a. Pledge of Allegiance

BACKGROUND/SUMMARY:

N/A

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

No

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

MEETING DATE: **05/09/2023**

DEPARTMENT: CLERK OF THE BOARD

AGENDA ITEM PREPARER: Vanessa Delgado

DEPT HEAD/DIRECTOR: Vanessa Delgado

SUBJECT:

Acknowledge Certificate of Posting

AGENDA SECTION:

b. Acknowledge Certificate of Posting

BACKGROUND/SUMMARY:

N/A

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Acknowledge Certificate of Posting

BOARD ACTION RESULTS:

Acknowledged certificate of Posting. (5/0 vote)

ATTACHMENTS:
Cert. of Posting Regular Mtg. 05.09.23

COUNTY OF SAN BENITO
BOARD OF SUPERVISORS
CERTIFICATE OF POSTING

Pursuant to California Government Code Section 54956(a), the meeting agenda for the San Benito County Board of Supervisors Meeting of May 9, 2023 was posted May 3, 2023 at the following location, freely accessible to the public:

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 – Peak Agenda and Minutes sections of the webpage.

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

Vanessa Delgado

VANESSA DELGADO
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN BENITO, CA

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

MEETING DATE: **05/09/2023**

DEPARTMENT: BOARD OF SUPERVISORS

AGENDA ITEM PREPARER: Vanessa Delgado

DEPT HEAD/DIRECTOR: Ray Espinosa

SUBJECT:

BOARD OF SUPERVISORS
Accept presentation of the California Association of Environmental Professionals (AEP) Award for Outstanding Environmental Analysis Document for the Draft and Final Environmental Impact Report (EIR) for the Betabel Commercial Development Use Permit Project, one of only four EIR's to receive the "Outstanding" category of awards in the State of California in 2023, awarded at the AEP Conference on April 24, 2023.
SBC FILE NUMBER: 156

AGENDA SECTION:

d. Presentations and Recognitions

BACKGROUND/SUMMARY:

The Betabel Commercial Development Use Permit Project EIR documents the environmental effects of a commercial development on 32 acres of a 116-acre site for a 125-room hotel, restaurant, convenience store and gas station at the Betabel Road exit of Hwy 101 in San Benito County. Included in the Statement of Overriding Considerations adopted for the project is the establishment of a 60 acre conservation easement along riparian areas of the San Benito and Pajaro Rivers, protecting an important wildlife migration corridor and Hwy 101 crossing and offering a 30-acre portion as a Tribal Management Area for access, ceremonial, and native species habitat restoration by the Amah Mutsun Tribal Band. The EIR was completed and certified in less than six months.

In sum, the Environmental Impact Report documents prepared by Ascent Environmental, Inc. for the Betabel Commercial Development Use Permit Project are exemplary for their completeness, organization, clarity and economy of language, but especially for timeliness and economy. The existence of public controversy need not result in protracted delay in the preparation of legally compliant and

informative documentation and analysis of environmental impacts. CEQA can be nimble and still achieve its purpose to inform the public and decision makers of the environmental consequences of discretionary project approvals.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

Yes

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Accept presentation of the California Association of Environmental Professionals (AEP) Award for Outstanding Environmental Analysis Document for the Draft and Final Environmental Impact Report (EIR) for the Betabel Commercial Development Use Permit Project, one of only four EIR's to receive the "Outstanding" category of awards in the State of California in 2023, awarded at the AEP Conference on April 24, 2023.

BOARD ACTION RESULTS:

Presentation only. No action taken.

ATTACHMENTS:
AEP Award Photo

ENVIRONMENTAL ANALYSIS DOCUMENT
Outstanding Award
Draft and Final Environmental Impact Report for
Betabel Commercial Development Use Permit Project
County of San Benito and Ascent
2023
AEP

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

MEETING DATE: **05/09/2023**

DEPARTMENT: BOARD OF SUPERVISORS

AGENDA ITEM PREPARER: Andi Anderson

DEPT HEAD/DIRECTOR: Tracey Belton

SUBJECT:

BOARD OF SUPERVISORS
Approve Proclamation declaring May 2023 as "Community Action Month" in the San Benito County and present a Certificate of Appreciation to Dennis Wightman as a member of the Community Action Board (CAB) of San Benito County for (6) years.
SBC FILE NUMBER: 156

AGENDA SECTION:

d. Presentations and Recognitions

BACKGROUND/SUMMARY:

Community Action emerged from the heart of President Lyndon B. Johnson's 1964 proclamation of America's "War on Poverty" where battles must be won in the field, in every private home, in every public office, from the courthouse to the White House. Community Action Agencies have now been providing services throughout the United States for the past 58 years. In San Benito County, the Community Action Board (CAB) was established in 1986 providing valuable services to our low-income community. Here are a few highlights for 2022:

- **1107** households received **$470,379** in benefits toward the payment of a 48 hour shut-off notice, regular bill, wood or propane assistance through the Low- Income Home Energy Assistance Program (LIHEAP), CARES LIHEAP, LIHEAP ARPA.
- **247** Homeless & Housing Support Programs issued **$275,757.63** providing families and individuals opportunity for advancement by receiving rental assistance, utility assistance, move-in costs and dental care.
- **75** Hotel Vouchers totaling **$48,124** were issued to provide emergency shelter for people

experiencing homelessness in order to protect the most vulnerable individuals in our community.

- **357** Homeless individuals received emergency shelter at the year round H.O.M.E. Resource Center. 31 clients found full-time employment, 1 found temporary employment, 47 clients found permanent housing, 20,168 meals were provided.
- A 6-unit transitional shelter with a community kitchen and laundry facilities assisted homeless individuals in their transition to permanent housing. Ribbon Cutting was held July 8, 2022. In 2022 one individual found permanent housing before the end of the year. Clients receive case management and wrap around services to include substance abuse, behavioral, financial literacy, life skills, training and more.
- **5** Transitional Housing units for families are near completion at the at the Migrant Center with an additional **11** due to be constructed.
- **150** Volunteer Income Tax Returns completed for low-to moderate-income households had their federal and state tax returns prepared by the Volunteer Income Tax Assistance (VITA) program. Of those, **33** completed their taxes free of charge at myfreetaxes.com, saving them the cost of preparation. Refunds totaled **$360,964** in federal and state refunds, of that amount **$59,951** was Earned Income Tax Credits.
- **431** Volunteers Hours were donated by board members and volunteers who participated on the Community Action Board, Workforce Development Board and through community service.
- **269** Seasonal Farmworker Households received housing and supportive services from May - December. **165** Adults and **104** children.
- **5,018** Client Calls were recorded for individuals seeking assistance at Community Services & Workforce Development and the America's Job Center of California.
  415 were for AJCC Employment Services
  1087 were for Housing and Homeless Supportive Services
  3042 were for EDD assistance

Through Community Services & Workforce Development (CSWD), CAB is committed to providing services to our low-income residents with the goal of reaching self-sufficiency. Community Action will continue to implement innovative and cost-effective programs to improve the lives and living conditions of the impoverished and continue to provide support and opportunities for all residents in need of assistance.
The Community Action Board is requesting the Board of Supervisors to declare May as the Community Action Month and
Recognize Dennis Wightman has been a champion serving for 6 years as a volunteer on the Community Action Board (CAB). He first joined the CAB on June 27, 2017. As a member of the CAB he served as vice-chair for the Bylaws Committee, as a member of the Strategic Planning Committee and as an alternate on the Homeless Taskforce Committee. Mr. Wightman is appreciated for his dedication and contributions to the residents of San Benito County and for his commitment to the vision of the CAB: ***Ending Poverty by Empowering People.***

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

There is no contract for this proclamation

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

No

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Approve Proclamation declaring May, 2023 as the Community Action Month in San Benito County and recognize Dennis Wightman for serving 6 years as a member of the CAB of San Benito County

BOARD ACTION RESULTS:

Approve proclamation per staff recommendation. (5/0 vote)

ATTACHMENTS:
Proclamation re CAB Month
Certificate of Appreciation - Dennis Wightman
2022 CSBG Annual Outcomes.pdf

SAN BENITO COUNTY
BOARD OF SUPERVISORS

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District 1	District 2	District 3	District 4	District 5

Proclamation
Community Action Month

WHEREAS, Community Action emerged from the heart of President Lyndon B. Johnson's 1964 proclamation of America's "War on Poverty" where battles must be won in the field, in every private home, in every public office, from the courthouse to the White House; and

WHEREAS, Community Action has put a human face on poverty for 58 years by advocating for limited-income citizens without a voice, so that they may enter the middle class and reach for the American dream, replacing their despair with opportunity; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities, which in turn promotes self-sufficiency, ensuring that all Americans are able to live in dignity; and

WHEREAS, Community Action has enhanced the lives of millions of people across America by providing essential, life-changing services and opportunities such as affordable housing, economic development, health care, energy assistance, natural disaster relief and recovery; and

WHEREAS, Community Action already serves 99% of America's counties in rural, suburban, and urban communities and because it is right, because it is wise, and because, in our hearts and minds we believe it is possible, we will conquer poverty in our lifetime; and

WHEREAS, Community Action will continue to implement innovative and cost-effective programs to improve the lives and living conditions of the impoverished; continue to provide support and opportunities for all citizens in need of assistance; and continue to be a major voice of reason in establishing welfare system reforms;

WHEREAS, the San Benito County Community Action Board has served as the advisory arm of the local Community Action Agency since 1984.

NOW, THEREFORE, San Benito County Board of Supervisors, do hereby proclaim May 2023 as **COMMUNITY ACTION MONTH** in recognition of the hard work and dedication to the Community of *San Benito County*.

In witness of the approval of this proclamation by the Board of Supervisors of San Benito County on this 9th day of May 2023.

Mindy Sotelo, Chair
San Benito County Board of Supervisors

CERTIFICATE OF APPRECIATION

Presented to

Dennis Wightman

For your Service on the Community Action Board as a Representative of the Board of Supervisors, District #2 for 6 years of service.

With profound gratitude and appreciation on behalf of the
SAN BENITO COUNTY BOARD OF SUPERVISORS

May 1, 2023

Mindy Sotelo, Chair

Dom Zanger

Angela Curro

Kollin Kosmicki

Bea Gonzales

2022 SAN BENITO COUNTY Community Services Block Grant (CSBG) ANNUAL OUTCOMES REPORT

Ending Poverty by Empowering People

San Benito County Community Action Board (CAB)

San Benito County Community Action Board
Helping People. Changing Lives.
Ending Poverty by Empowering People

Low-Income Home Energy Assistance Program
Job Training & Placement Services
Rental Assistance
Homeless Services
Support Services
& More

The California State Office (CSD) **administers CSBG funds to 60 Community Action Agencies** in 100% of CA counties

435 of families served by the Community Action Board lived below 100% of the Federal Poverty Guidelines

369 of families served in San Benito County were in severe poverty, below 50% of the Federal Poverty Guidelines

Community Services & Workforce Development provided services to

1,629 individuals

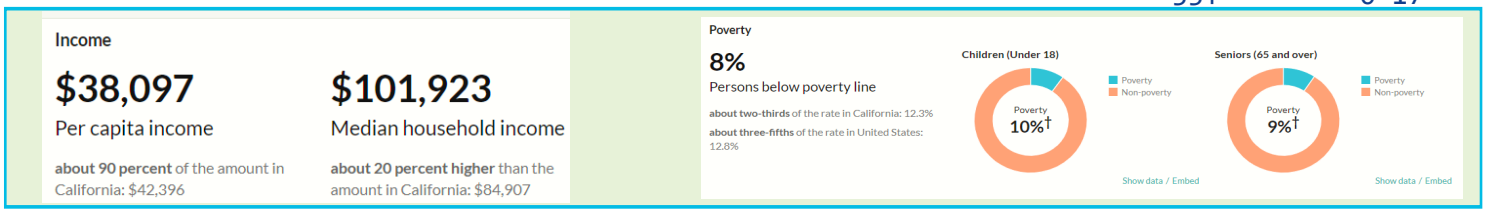
Vulnerable populations served included:

420 people who lack health insurance

114 people with disabilities

246 seniors 55+

514 children 0-17



WHAT IS CSBG?

The Community Services Block Grant (CSBG) provides critical funding to Community Action Agencies (CAAs) to operate programs addressing the causes and conditions of poverty under three national goals:

Goal 1 - Individuals and families with low incomes are stable and achieve economic security.

Goal 2 - Communities where people with low incomes live are healthy and offer economic opportunity.

Goal 3 - People with low incomes are engaged and active in building opportunities in communities.

The Value of a Volunteer=$28.54/hr!

For every $1 of CSBG, the CA Network leveraged $28.54 from federal, state, local, and private sources, including the value of volunteer hours*

$19.82 Federal
$ 5.18 State
$ 1.42 Local
$ 1.74 Private
$0.34 Value of Volunteer Hour

$28.54**

*Value of Volunteer Hours calculated using federal minimum wage, except in those states with a higher minimum wage.
** Values may not equal total due to rounding

2022 SAN BENITO COUNTY CSBG ANNUAL OUTCOMES REPORT

What kinds of RESOURCES were provided?

$916,892.72 spent in direct services from all funding sources

1629 Unduplicated individuals received direct services

Community Services & Workforce Development provided the following services in 2022

1107 households received **$470,379** toward the payment of a 48 hour shut-off notice, regular bill, wood or propane assistance through the Low- Income Home Energy Assistance Program (LIHEAP), CARES LIHEAP, or the CSBG CARES programs and Community Development Block Grant funding.

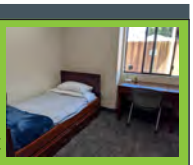
CSWD New Location
1161 San Felipe Road, Building B

247 Rent Payments Issued totaling **$275,757.63** providing families and individuals opportunity for advancement by receiving rental assistance, utility assistance, move-in costs, and leasing.

59 Dream Catcher Youth enrichment scholarships were issued totaling **$15,270** and funding for **27** youth for needed equipment & supplies totaling **$2533.79.**

73 Hotel Vouchers totaling **$48,124** were issued to provide temporary shelter for people experiencing homelessness in order to protect the most vulnerable individuals in our community & prevent the spread of COVID.

357 Homeless individuals received emergency shelter at the year-round H.O.M.E. Resource Center.



34 clients found full-time employment
1 found temporary employment
47 clients found permanent housing

20,168 meals were provided.

Phase III of the H.O.M.E. Resource A 6-unit transitional shelter with a community kitchen and laundry facilities will assist homeless in their tranisition to permanent housing. Ribbon Cutting was held July 8, 2022. In 2021 one individual found permanent housing before the end of the year.

"I am a single father, who needed extra financial help. This service provided me with the help I needed to get by.

155 Food Vouchers issued individuals/families totaling **$12,893.77** through various rental assistance programs and with partnernership with local supermarkets.

150 Volunteer Income Tax Returns completed for low-to moderate-income households had their federal and state tax returns prepared by the **Volunteer Income Tax Assistance (VITA)** program. Of those, 32 completed their taxesfree of charge at myfreetaxes.com, saving them the cost of preparation. Refunds totaled **$360,964** in federal and state refunds, of that amount **$59,951** was Earned Income Tax Credits.

269 Seasonal Farmworker Households received housing and supportive services from May - December. **165** Adults and **104** children.

CSWD Deputy Director, Enrique Arreola & BOS District #1, Betsy Dirks

431 Volunteers Hours were donated by board members and volunteers who participated on the CAB, Workforce Development Board and through community service.

347 Bus Tokens were issued to provide transportation assistance, totaling **$1174.50** in order to attend apppointments and gain access to services.

5,018 Client Calls were recorded for individuals seeking assistance at Community Services & Workforce Development and the America's Job Center of California.

415 were for AJCC Employment Services

1087 were for Housing and Homeless Supportive Services

3042 were for EDD assistance

Help us understand your needs, take our survey

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

MEETING DATE: **05/09/2023**

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

AGENDA ITEM PREPARER: Deems Katada

DEPT HEAD/DIRECTOR: Steve Loupe

SUBJECT:

BOARD OF SUPERVISORS
Approve Proclamation declaring the week of May 21-27, 2023 as National Public Works Week.
SBC FILE NUMBER: 430

AGENDA SECTION:

d. Presentations and Recognitions

BACKGROUND/SUMMARY:

Since 1960, APWA has sponsored National Public Works Week. Across North America, more than 30,000 members in the US and Canada use this week to energize and educate the public on the importance of public works to their daily lives: planning, building, managing, and operating at the heart of their local communities to improve everyday quality of life.

National Public Works Week starts on May 21-27, 2023. This year's theme, "Connecting the World Through Public Works". Public Works is the thread that connects us all, no matter where we live in the world. Every public works professional strives to improve the quality of life for the community they serve, leading to healthier, happier communities.

The "Connecting the World Through Public Works" theme highlights the way public works professionals connect us physically, through infrastructure, and inspirationally, through service to their communities, whether as first responders, or daily workers carrying out their duties with pride.

Public works connectors help keep communities strong by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities great places to live and work.

Join us in celebrating the quiet work these professionals do that makes life better for all of us.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

Yes

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Approve Proclamation declaring the week of May 21-27, 2023 as National Public Works Week.

BOARD ACTION RESULTS:

Approved proclamation per staff recommendation. (5/0 vote)

ATTACHMENTS:
Proclamation re Public Works Week

SAN BENITO COUNTY
BOARD OF SUPERVISORS

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District 1	District 2	District 3	District 4	District 5

IN THE MATTER OF A PROCLAMATION DECLARING THE WEEK OF MAY 21-27, 2023 AS NATIONAL PUBLIC WORKS WEEK IN SAN BENITO COUNTY

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the County of San Benito; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the County of San Benito to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, BE IT PROCLAIMED, that San Benito County Board of Supervisors, do hereby designate the week May 21-27, 2023 as National Public Works Week; urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

In witness of the approval of this proclamation by the Board of Supervisors of San Benito County on this 9th day of May 2023.

Mindy Sotelo, Chair
San Benito County Board of Supervisors

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

MEETING DATE: **05/09/2023**

DEPARTMENT: BOARD OF SUPERVISORS

AGENDA ITEM PREPARER: Vanessa Delgado

DEPT HEAD/DIRECTOR: Ray Espinosa

SUBJECT:

FUTURE AGENDA ITEMS

AGENDA SECTION:

f. Board Announcements: Future Agenda Items and Committee Updates

BACKGROUND/SUMMARY:

N/A

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

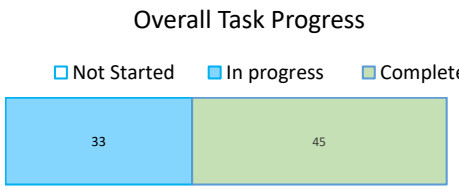
CURRENT FY COST:

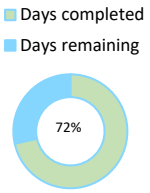
N/A

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:
05.01.23 Future Agenda Items.pdf





Focus Area Legend

1 - Operational Development & Excellence
2 - Planning for Sustainable Growth
3 - Technology
4 - Community Engagement
5 - Healthy & Safe Communities

Board Members	Task	Project	Strategic Plan Focus Area	Department	Start Date	Board Meeting End Date	Progress	Notes
Board	2	Impact Fees	12	ADMIN	22-Mar-22	26-Jun-23	86%	Working with Consultant, gathering data
Board	9	CSA #48 presentation -report discussing services	45	RMA	28-Jun-22	23-May-23	78%	Dry Creek, sprikle systems, CSA 48 had concerns regarding services
Tiffany, Dirks	10	San Benito Land Trust perserving "Prime Ag Land"	1245	RMA	9-Aug-22	16-May-23	94%	Will bring to the BOS as part of the General Plan Amendment and zoning for discussion and direction
Tiffany, Kosmicki	11	San Juan Canyon Green Waste Debris	1245	IWM	9-Aug-22	13-Jun-23	85%	Tied to task number 18 & 50, staff discussing long term options/solutions next steps; Recology has been donating debris boxes for the clean up.
Kosmicki, Hernandez	12	Develop Policy for Park Sponsorship	124	ADMIN/RMA	9-Aug-22	1-Jan-24	52%	Will bring to Parks and Recreation Commission and back to BOS, assign to the parks and commission
Tiffany, Hernandez	13	Fire Prevention Wildfire mitigation	45	OES/FIRE	9-Aug-22	1-Jan-24	52%	OES will work with Fire, 1.10 on agenda for March 28, 2023: brief update on fire mitigation
Dirks, Gonzales	14	Arts Council preparing arts projects in Santana Ranch	45	Admin	23-Aug-22	12-Dec-23	53%	Reached out to Jennifer Laine Art Council 3/17/2023, looking for funding
Dirks, Kosmicki	18	Revisit Illegal Dumping ordinance	1245	RMA/IWM	11-Oct-22	13-Jun-23	46%	Tied with task number 11 & 50
Kosmicki, Dirks	20	State Caltrans to install wildlife animal crossing	1245	ADMIN	25-Oct-22	23-May-23	93%	Get a presentation from caltrans - Consult through COG - Have COG provide an update and include this item reach out ot Binu
Kosmicki, Dirks	21	Eliminate Rocks Road turn onto HWY 101	125	ADMIN	25-Oct-22	23-May-23	93%	Staff to reach out to COG/CALTRANS; reached out to Binu
Dirks, Gonzales	22	Proclamation for Safety Staff appreciation	45	ADMIN	25-Oct-22	7-Nov-23	52%	Have Board make a new request with further details.
Tiffany, Dirks	23	Review in house landscaping v.s contracted services	1	RMA	25-Oct-22	23-May-23	93%	
Board	29	Purchasing Ordinance	12	CAO	24-Jan-23	13-Jun-23	65%	
Gonzales, Kosmicki	33	Road Status Report (Continuous)	125	RMA	7-Feb-23	12-Dec-23	36%	
Board	36	Resource Conservation District Presentation report out on how the 20k allocated to RCD was utilized	145	CAO	7-Feb-23	26-Jun-23	22%	Stream Maintence focus committee bring back earlier Stream Maintance Focus, RCD rep. has spoken with supervisors regarding this item. Staff would like clarity if Supervisors would like to continue on this matter.
Gonzales, Board	38	Hollister Fire Report with details of inspections	5	CAO/FIRE	7-Feb-23	13-Jun-23	64%	Accepted the annual report however would like further details on inspections
Board	41	Board Rules and Procedures Ad Hoc	1	COCO/ADMIN	22-Feb-23	8-Aug-23	38%	Take to ad hoc before board, Ray Talk legal
CAO	43	Vacancy Budgeting	12	CAO	22-Feb-23	26-Jun-23	39%	
Kosmicki	44	Point of Sales (committee request)	24	RMA	22-Feb-23	9-May-23	55%	Ray to talk to Abraham, Solution to bring this to the Board for discussion.
Board	47	Strategic Plan Update	12345	ADMIN	22-Feb-23	26-Jun-23	39%	No forklift, minor modifications, bring back during or shortly after budget
Board	48	Breaking down online sales tax (using HDL) v.s. in person Sales Tax	12	ADMIN	22-Feb-23	26-Jun-23	39%	Place on Special meeting on April the 18th and **MAY 16TH**
Zanger, Gonzales	50	Littering Fines, increase fine amounts, add cameras	45	RMA/IWM	28-Feb-23	13-Jun-23	18%	Tying to Task item number 11 & 18
Board	51	EV - apply for 3CE	1235	Admin	28-Feb-23	12-Dec-23	15%	
Board	54	Monthly Item for Storm Update	1245	OES	28-Feb-23	12-Dec-23	19%	Tied to task number 39, preseted on the March 28 Meeting,
Gonzales, Zanger	62	Grey Water Ordinance	1245	RMA	14-Mar-23	13-Jun-23	45%	Staff to look into, shawn novak - dicussion to implement all building
Sotelo, Gonzales	63	Buena Vista Traffic Calming Measures/ Speeding	12	RMA	14-Mar-23	13-Jun-23	45%	
Kosmicki	66	Pinnacles National Park Branding	14	ADMIN	23-Mar-23	8-Aug-23	25%	Tab San Benito as Home of Pinnacles, brought forward to ARPA, conversation dropped at ARPA
Zanger, Curro	67	Informational Presentation on Santana Ranch Runoff with Board Direction	124	RMA	28-Mar-23	13-Jun-23	32%	
Curro, Gonzales	68	Joint meeting with planning commission and Board to review General Plan and Zoning Amendment	124	PLANNING	28-Mar-23	6-Jun-23	45%	Tying to task number #3, 10, potential move to June 20th
Zanger,Kosmicki	69	Discuss Campaign sign regulations and restrictions, and campaign finance reform	14	RMA/COCO	11-Apr-23	13-Jun-23	24%	
Zanger, Curro	75	Zero Fee permits for Disaster Recovery	124	RMA	25-Apr-23	27-Jun-23	9%	
Zanger, Kosmicki	77	Look into Housing in San Benito County being bought by LLCs and what can be done to limit this from happening.	1245	RMA	25-Apr-23	27-Jun-23	4%	
Zanger, Curro	78	a presentation on vendors on sides of roads, regulations and options on what can be done with these vendors, seconded by Supervisor Curro with an addition to look at what code enforcement can do on the weekends	145	RMA	25-Apr-23	27-Jun-23	4%	

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.1

MEETING DATE: **05/09/2023**

DEPARTMENT: BEHAVIORAL HEALTH

AGENDA ITEM PREPARER: Molly Ramer

DEPT HEAD/DIRECTOR: Ray Espinosa

SUBJECT:

BEHAVIORAL HEALTH DEPARTMENT - R. ESPINOSA
Approve contract renewal with Merced Behavioral Center for term of July 1, 2023 through June 30, 2024 for an array of inpatient and sub-acute psychiatric levels of care in an amount not to exceed $250,000.00.
SBC File Number: 810

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

There are times when clients of the Behavioral Health Department may require inpatient, locked psychiatric sub-acute level skilled nursing services as part of their ongoing treatment plan. This facility is located in neighboring Merced County offers access to a higher level of care than can be offered within San Benito County community.

These services are typically funded with a combination of client's SSI benefits and Mental Health realignment funds. The services provided through the Contractor are not a covered benefit under the Medi-Cal program for beneficiaries between the ages of 21 and 64.

The past fiscal year saw an increase in utilization where historically this provider has demonstrated low utilization but was contracted to allow opportunity for access as needed. Due to increased utilization over

the last year the Behavioral Health Department is taking that into consideration for the budgeting of need in the new fiscal year. While it is not the goal for individuals to be placed in inpatient facilities, it at times may prove unavoidable.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

Yes

CONTRACT AND RFP HISTORY:

Nine previously approved contracts

LAST CONTRACT AMOUNT OR N/A:

$162,000

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

No

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

Yes

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

Non-general Fund

UNFUNDED MANDATE:

No

SBC BUDGET LINE ITEM NUMBER:

228.90.2520.1000.630.116

CURRENT FY COST:

$104,158.62

STAFF RECOMMENDATION:

1. Approve contract renewal with Merced Behavioral Center for term of July 1, 2023 through June 30, 2024 for an array of inpatient and sub-acute psychiatric levels of care in an amount not to exceed $250,000, and
2. Authorize the Board Chair to sign said amendment

BOARD ACTION RESULTS:

Approved contract as per staff recommendation. (4/0 vote, Curro - Absent)

ATTACHMENTS:
23-24 Merced Behavioral Center
Fully Executed 23-24 Merced Behavioral Center Contract

DocuSign Envelope ID: D0B515F4-A396-4261-9808-AA9BB4CDB576

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") MERCED BEHAVIORAL CENTER ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on July 1, 2023 and end on June 30, 2024, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

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

6. **Termination.**

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

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

[ ] There are no additional provisions to this contract.

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

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:		Contract Administrator for CONTRACTOR:	
Name:	Rachel White	Name:	Jeri Allgood
Title:	Assistant Director	Title:	Administrator
Address:	1131 Community Parkway	Address:	1255 B Street
	Hollister, CA 95023-2800		Merced, CA 95341-6345
Telephone No:	(831) 636-4020	Telephone No:	(209) 723-8814
Fax No:	(831) 636-4025	Fax No:	(209) 384-3747

SIGNATURES

APPROVED BY COUNTY:

Name: Mindy Sotelo

Chair, San Benito County Board of Supervisors

Date:

APPROVED BY CONTRACTOR:

DocuSigned by:

Name: Jeri Allgood

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Title: Administrator

Date: 4/17/2023

APPROVED AS TO LEGAL FORM:
San Benito County Counsel

By:

Date: 04/18/2023

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ATTACHMENT A

Scope of Services

IMD ADMISSIONS/BASIC SERVICES STATEMENT

1. Contractor shall admit patients with a DSM III-R diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures. Individuals in need of 24-hour skilled nursing services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall also be considered acceptable for admission. Frequency scope and severity of these behaviors is a determining factor to be negotiated on an individual patient basis between the County and Contractor. The County may grant individual exceptions to these admission criteria.

2. It is agreed by the County and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission. All admissions are subject to the prior authorization process described in **Exhibit "B"**.

3. It is agreed by both Contractor and County that the basic service level (the minimum array of services provided to IMD residents) fully complies with CCR, TITLE 9., Division 1., Chapter 3.5 Mental Health Rehabilitation Centers, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with county staff.

4. It is further agreed by the Contractor that basic services will also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual/bicultural programming.

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)

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

B - 2. PAYMENT

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

B - 3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

( ) A total lump sum payment, or
(X) A total sum not to exceed two hundred fifty thousand dollars ($250,000.00) for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this Attachment B.

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

( ) There are no additional terms of compensation
(X) The following specific terms of compensation shall apply: (specify)

Prior Authorization

a. **Form**

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

b. **Process**

County contract liaison identified in Section 19 of this agreement shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the county contract liaison by mutual consent of the County and Contractor, provided County supplies a completed form within three (3) days from the date of admission.

Reimbursement

a. **Rate**

County shall reimburse Contractor on fee for service basis for services under this agreement at a rate for basic services and Special Treatment Program of $227.20 per patient day with a bed hold rate of $217.95. The basic rate for services is adjusted annually by DHS and this per patient day contract rate shall be adjusted as required to reflect the current rates. The monthly gross billings shall reflect a reduction of third-party revenues received on behalf of individual clients from this County.

b. **Claims**

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

c. **Monthly Payment**

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

d. **First Payment**

To ensure adequate cash flow, County shall reimburse Contractor for services rendered in the first month of this agreement within thirty (30) days of the effective date of the agreement. Counties that cannot meet this timeframe shall provide Contractor with a cash advance payment equal to one-twelfth of the total amount of reimbursement available under this contract (a. above) within thirty (30) days of the effective date of this agreement.

e. **Final Payment**

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

f. **Medi-Cal Reimbursement**

Contractor further agrees that it shall comply with all requirements necessary for Medi-Cal reimbursement for mental health treatment services; that it shall comply with all provisions and requirements in law pertaining to patient rights; that it shall comply with all requirements in federal law and regulations pertaining to federally funded mental health programs; and, Contractor further agrees that it shall comply with all applicable laws and regulations for all services delivered.

County agrees that residents' Medi-Cal codes remain with their county of origin and not be changed to the host county throughout their stay at the Contractor's facility. Upon notification to the County by the Contractor that a county code change has occurred, County shall facilitate corrections.

Audits

a. **Scope**

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

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

c. **Findings**

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

d. **Repayment**

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

e. **Appeals**

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

END OF ATTACHMENT B

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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.

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(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.

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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.

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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-1 5. SEVERABILITY.

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

C-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

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such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contact, 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

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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 Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA

Contractor shall comply with California Governor Newson's Executive Order N-6-22, (available online at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included any applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

END OF ATTACHMENT C.

ATTACHMENT D

SPECIFIC TERMS AND CONDITIONS

D-1. **CONTRACTOR** shall comply specifically with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

D-2. **CONTRACTOR** shall adhere to all statutes and regulations governing the confidentiality of records.

D-3. **CONTRACTOR** shall maintain all patient records in compliance with all appropriate federal, state and local requirements.

D-4. **CONTRACTOR** shall comply with all Patients' Rights statutes and regulations.

D-5. **CONTRACTOR** shall ensure that all pertinent admissions and length of stay requests comply with utilization review regulations.

D-6. **CONTRACTOR** shall ensure that appropriate service and financial records are maintained and retained at least four (4) years or until audit findings are resolved, whichever is later.

D-7. State and County agencies shall have the right to inspect all records to evaluate the cost, quality, appropriateness and time lines of services.

D-8. **CONTRACTOR** agrees to complete and return to COUNTY the Provider Satisfaction Survey when **COUNTY** provides such.

D-9. Facility access for handicapped persons shall comply with Section 504 of the Rehabilitation Act of 1973.

D-10. In the event of a medical emergency, either psychiatric or non-psychiatric, **CONTRACTOR** shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd ("EMTALA"). **COUNTY** agrees that all screenings and stabilizing services provided by a **CONTRACTOR** in a medical emergency are services covered by **COUNTY** under this agreement.

D-11. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered entity" under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA.

D-12. As to all insurance coverage required herein, any deductible or self-insured retention exceeding 1% of company's annual gross earnings or $5,000 for an individual shall be disclosed to and be subject to approval by County Risk Manager, prior to the effective date of this contract.

D-13. If any insurance coverage required hereunder is provided on a "claim made" rather than "occurrence" form, **CONTRACTOR** shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract a n d continue coverage for a period of three (3) years after the expiration of the contract and any extensions thereof.

D-14. In lieu of maintaining post-contract expiration coverage as specified above, **CONTRACTOR** may satisfy this provision by purchasing tail coverage for the "claims made" policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after the expiration of this contract.

D-15 **CONTRACTOR** will cooperate with **COUNTY** in the preparation of and will furnish any and all information required for reports to be prepared by **COUNTY** as may be required by the rules, regulations, or statutes of the State of California or United States Government.

D-16 **COUNTY**, with prior written notice of fourteen (14) days to **CONTRACTOR** , may, at any time during the term of this agreement, conduct an evaluation of services provided hereunder.

D-17 Nothing herein shall be deemed to prohibit **CONTRACTOR** from contracting with more than one entity to perform additional work similar to or the same as that herein contracted.

D-18 **CONTRACTOR** agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding governmental entity with respect to the receipt and disbursement of the funds referred to in Exhibit "B", as well as such requirements as may be imposed by **COUNTY**. Without limiting the generality of the foregoing, **CONTRACTOR** agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any federal funding under any federal programs.

D-19 **CONTRACTOR** and **CONTRACTOR's** employees shall comply with the **COUNTY's** policy of maintaining a drug-free workplace. Neither the **CONTRACTOR** or **CONTRACTOR's** employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in Title 21, USC, Chapter 13, Subchapter I, part B, Section 812, including but not limited to marijuana, heroin, cocaine and amphetamines at any of **CONTRACTOR's** facilities or **COUNTY's** facilities or worksites. If **CONTRACTOR** or any employee of **CONTRACTOR** is convicted or pleads not guilty to a criminal drug statute violation occurring at a **COUNTY** facility or worksite, the **CONTRACTOR**, within five (5) days thereafter, shall notify the supervising department of the **COUNTY** department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

D-20 In this connection, the parties hereto agree that the term "without reasonable cause" utilized in Section 5657 of the Welfare and Institutions Code means, for purposes of this agreement, that a representative of the **COUNTY** agency has not articulated, verbally or in written form, a reason for not making payment within sixty (60) days of the required payment date as set forth in Exhibit "B".

D-21 In cases of unusual occurrences **CONTRACTOR** shall comply with the California Code of Regulations (CCR) Title 9; Division 1., Chapter 3.5 Mental Health Rehabilitation Centers, Article 4, Subsection 784.15. Contractor agrees to concurrently notify County in writing of said unusual occurrence.

END ATTACHMENT D

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ATTACHMENT E

HEALTH INSURANCE PORTIBILITY AND ACCOUNTIBILITY ACT

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

END ATTACHMENT E

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CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") MERCED BEHAVIORAL CENTER ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on July 1, 2023 and end on June 30, 2024, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

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

6. **Termination.**

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

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

[ ] There are no additional provisions to this contract.

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

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

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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:	Rachel White	Name:	Jeri Allgood
Title:	Assistant Director	Title:	Administrator
Address:	1131 Community Parkway	Address:	1255 B Street
	Hollister, CA 95023-2800		Merced, CA 95341-6345
Telephone No:	(831) 636-4020	Telephone No:	(209) 723-8814
Fax No:	(831) 636-4025	Fax No:	(209) 384-3747

SIGNATURES

APPROVED BY COUNTY:

Name: Mindy Sotelo

DocuSigned by: Mindy Sotelo BCAC4A363F03409...

Chair, San Benito County Board of Supervisors

Date: 5/09/2023

APPROVED BY CONTRACTOR:

DocuSigned by:

Name: Jeri Allgood A57455CC2F7A4B5...

Title: Administrator

Date: 4/17/2023

APPROVED AS TO LEGAL FORM:
San Benito County Counsel

By: _____

Date: 04/18/2023

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ATTACHMENT A

Scope of Services

IMD ADMISSIONS/BASIC SERVICES STATEMENT

1. Contractor shall admit patients with a DSM III-R diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures. Individuals in need of 24-hour skilled nursing services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall also be considered acceptable for admission. Frequency scope and severity of these behaviors is a determining factor to be negotiated on an individual patient basis between the County and Contractor. The County may grant individual exceptions to these admission criteria.

2. It is agreed by the County and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission. All admissions are subject to the prior authorization process described in **Exhibit "B"**.

3. It is agreed by both Contractor and County that the basic service level (the minimum array of services provided to IMD residents) fully complies with CCR, TITLE 9., Division 1., Chapter 3.5 Mental Health Rehabilitation Centers, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with county staff.

4. It is further agreed by the Contractor that basic services will also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual/bicultural programming.

END OF ATTACHMENT A

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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)

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

B - 2. PAYMENT

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

B - 3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

( ) A total lump sum payment, or
(X) A total sum not to exceed two hundred fifty thousand dollars ($250,000.00) for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this Attachment B.

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

( ) There are no additional terms of compensation
(X) The following specific terms of compensation shall apply: (specify)

Prior Authorization

a. **Form**

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

b. **Process**

County contract liaison identified in Section 19 of this agreement shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the county contract liaison by mutual consent of the County and Contractor, provided County supplies a completed form within three (3) days from the date of admission.

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Reimbursement

a. **Rate**

County shall reimburse Contractor on fee for service basis for services under this agreement at a rate for basic services and Special Treatment Program of $227.20 per patient day with a bed hold rate of $217.95. The basic rate for services is adjusted annually by DHS and this per patient day contract rate shall be adjusted as required to reflect the current rates. The monthly gross billings shall reflect a reduction of third-party revenues received on behalf of individual clients from this County.

b. **Claims**

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

c. **Monthly Payment**

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

d. **First Payment**

To ensure adequate cash flow, County shall reimburse Contractor for services rendered in the first month of this agreement within thirty (30) days of the effective date of the agreement. Counties that cannot meet this timeframe shall provide Contractor with a cash advance payment equal to one-twelfth of the total amount of reimbursement available under this contract (a. above) within thirty (30) days of the effective date of this agreement.

e. **Final Payment**

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

f. **Medi-Cal Reimbursement**

Contractor further agrees that it shall comply with all requirements necessary for Medi-Cal reimbursement for mental health treatment services; that it shall comply with all provisions and requirements in law pertaining to patient rights; that it shall comply with all requirements in federal law and regulations pertaining to federally funded mental health programs; and, Contractor further agrees that it shall comply with all applicable laws and regulations for all services delivered.

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County agrees that residents' Medi-Cal codes remain with their county of origin and not be changed to the host county throughout their stay at the Contractor's facility. Upon notification to the County by the Contractor that a county code change has occurred, County shall facilitate corrections.

Audits

a. **Scope**

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

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

c. **Findings**

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

d. **Repayment**

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

e. **Appeals**

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

END OF ATTACHMENT B

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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.

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(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.

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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.

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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-1 5. SEVERABILITY.

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

C-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

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such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contact, 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

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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 Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA

Contractor shall comply with California Governor Newson's Executive Order N-6-22, (available online at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included any applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

END OF ATTACHMENT C.

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ATTACHMENT D

SPECIFIC TERMS AND CONDITIONS

D-1. **CONTRACTOR** shall comply specifically with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

D-2. **CONTRACTOR** shall adhere to all statutes and regulations governing the confidentiality of records.

D-3. **CONTRACTOR** shall maintain all patient records in compliance with all appropriate federal, state and local requirements.

D-4. **CONTRACTOR** shall comply with all Patients' Rights statutes and regulations.

D-5. **CONTRACTOR** shall ensure that all pertinent admissions and length of stay requests comply with utilization review regulations.

D-6. **CONTRACTOR** shall ensure that appropriate service and financial records are maintained and retained at least four (4) years or until audit findings are resolved, whichever is later.

D-7. State and County agencies shall have the right to inspect all records to evaluate the cost, quality, appropriateness and time lines of services.

D-8. **CONTRACTOR** agrees to complete and return to COUNTY the Provider Satisfaction Survey when **COUNTY** provides such.

D-9. Facility access for handicapped persons shall comply with Section 504 of the Rehabilitation Act of 1973.

D-10. In the event of a medical emergency, either psychiatric or non-psychiatric, **CONTRACTOR** shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd ("EMTALA"). **COUNTY** agrees that all screenings and stabilizing services provided by a **CONTRACTOR** in a medical emergency are services covered by **COUNTY** under this agreement.

D-11. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered entity" under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate patient authorizations specified under HIPAA.

D-12. As to all insurance coverage required herein, any deductible or self-insured retention exceeding 1% of company's annual gross earnings or $5,000 for an individual shall be disclosed to and be subject to approval by County Risk Manager, prior to the effective date of this contract.

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D-13. If any insurance coverage required hereunder is provided on a "claim made" rather than "occurrence" form, **CONTRACTOR** shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract a n d continue coverage for a period of three (3) years after the expiration of the contract and any extensions thereof.

D-14. In lieu of maintaining post-contract expiration coverage as specified above, **CONTRACTOR** may satisfy this provision by purchasing tail coverage for the "claims made" policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after the expiration of this contract.

D-15 **CONTRACTOR** will cooperate with **COUNTY** in the preparation of and will furnish any and all information required for reports to be prepared by **COUNTY** as may be required by the rules, regulations, or statutes of the State of California or United States Government.

D-16 **COUNTY**, with prior written notice of fourteen (14) days to **CONTRACTOR** , may, at any time during the term of this agreement, conduct an evaluation of services provided hereunder.

D-17 Nothing herein shall be deemed to prohibit **CONTRACTOR** from contracting with more than one entity to perform additional work similar to or the same as that herein contracted.

D-18 **CONTRACTOR** agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding governmental entity with respect to the receipt and disbursement of the funds referred to in Exhibit "B", as well as such requirements as may be imposed by **COUNTY**. Without limiting the generality of the foregoing, **CONTRACTOR** agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any federal funding under any federal programs.

D-19 **CONTRACTOR** and **CONTRACTOR's** employees shall comply with the **COUNTY's** policy of maintaining a drug-free workplace. Neither the **CONTRACTOR** or **CONTRACTOR's** employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in Title 21, USC, Chapter 13, Subchapter I, part B, Section 812, including but not limited to marijuana, heroin, cocaine and amphetamines at any of **CONTRACTOR's** facilities or **COUNTY's** facilities or worksites. If **CONTRACTOR** or any employee of **CONTRACTOR** is convicted or pleads not guilty to a criminal drug statute violation occurring at a **COUNTY** facility or worksite, the **CONTRACTOR**, within five (5) days thereafter, shall notify the supervising department of the **COUNTY** department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

D-20 In this connection, the parties hereto agree that the term "without reasonable cause" utilized in Section 5657 of the Welfare and Institutions Code means, for purposes of this agreement, that a representative of the **COUNTY** agency has not articulated, verbally or in written form, a reason for not making payment within sixty (60) days of the required payment date as set forth in Exhibit "B".

D-21 In cases of unusual occurrences **CONTRACTOR** shall comply with the California Code of Regulations (CCR) Title 9; Division 1., Chapter 3.5 Mental Health Rehabilitation Centers, Article 4, Subsection 784.15. Contractor agrees to concurrently notify County in writing of said unusual occurrence.

END ATTACHMENT D

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ATTACHMENT E

HEALTH INSURANCE PORTIBILITY AND ACCOUNTIBILITY ACT

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

END ATTACHMENT E

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.2

MEETING DATE: **05/09/2023**

DEPARTMENT: BEHAVIORAL HEALTH

AGENDA ITEM PREPARER: Molly Ramer

DEPT HEAD/DIRECTOR: Ray Espinosa

SUBJECT:

BEHAVIORAL HEALTH DEPARTMENT - R. ESPINOSA
Approve renewed appointment of Margie Barrios to the Behavioral Health Board for the term of January 2023 to January 2026.
SBC File Number: 810

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Margie Barrios is a former Supervisor for San Benito County District 1 and served as the Board Chair during her time in office. Margie has served as a member of the Behavioral Health Board for over six years and for most of her time on the Board has served as the Board Chair for the Behavioral Health Board. Margie is a long-time resident of San Benito County having resided in Hollister for nearly six decades. She works alongside several community affiliations including First 5 and the YMCA. She is seeking approval to renew her term with the Behavioral Health Board for continued community involvement and support where needed. During the April 20th Behavioral Health Board meeting, Margie was elected once again as the Board Chair by her fellow board members.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

No

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

1. Approve renewed appointment of Margie Barrios to the Behavioral Health Board for the term of January 2023 to January 2026

BOARD ACTION RESULTS:

Approve re-appointment per staff recommendation.

ATTACHMENTS:
Margie Barrios Behavioral Health Board Renewal Application

SAN BENITO COUNTY
BOARDS AND COMMISSIONS

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee: (Please Print)

Board/Commission: ____Behavioral Health Board ✓

Name: ___Margie Barrios_____

Phone: [redacted] E-mail: [redacted]

Fax: _____

Mailing Address: ___481 Fourth Street _____

Street Address: _481 Fourth Street _____

City: __Hollister_____ Zip: ___95023_____

Length of Residency: 59 yrs.

Supervisor District: 1

Education: AA

Affiliations:
1st 5, YMCA, Mont. Pen. Found., Comm. Found.

Reason(s) for Seeking Appointment:
Community involved for many years & want to continue participation where needed.

Date: 4/20/23 Signature: Margie Barrios

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

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.3

MEETING DATE: **05/09/2023**

DEPARTMENT: BEHAVIORAL HEALTH

AGENDA ITEM PREPARER: Molly Ramer

DEPT HEAD/DIRECTOR: Ray Espinosa

SUBJECT:

BEHAVIORAL HEALTH DEPARTMENT - R. ESPINOSA
Approve contract renewal with A & A Health Services, a Residential Care Facility for Older Adults, for the term of July 1, 2023 through June 30, 2024 in an amount not to exceed $220,000.00.
SBC File Number: 810

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

A&A Health Services provides Residential Group Home care for older adults who have severe and/or debilitating mental illness. A&A can house individuals from our community that may typically be categorized as hard to place due to age and their chronic medical conditions. The individuals that traditionally meet criteria for this facility are gravely disable due to their mental illness. Individuals that are placed here are done so under LPS conservatorship.

Historically, when individuals are placed at A&A for this level of care it is most often due to the fact that they do not have a responsible significant other or family member that can provide the assistance they require. The Behavioral Health Department is fortunate to have a provider that is able to provide this level of care as needed to members of our community.

When LPS conserved clients are placed in residential facilities, the client's assets are used to cover the costs associated with placement, any remainder amount is the responsibility of the County Behavioral Health Department.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

Yes

CONTRACT AND RFP HISTORY:

Previously approved contracts.

LAST CONTRACT AMOUNT OR N/A:

$220,000

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

No

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

Yes

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

Non-general Fund

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

228.90.2520.1000.630.116

CURRENT FY COST:

0

STAFF RECOMMENDATION:

1. Approve contract renewal with A & A Health Services, a Residential Care Facility for Older Adults, for term of July 1, 2023 through June 30, 2024 in an amount not to exceed $220,000, and
2. Authorize the Board Chair to sign said contract.

BOARD ACTION RESULTS:

Approved Contract per staff recommendation.

ATTACHMENTS:
23-24 A & A Health Services
Fully Executed 23-24 A&A Health Services Contract

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CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and A&A Health 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 July 1, 2023, and end on June 30, 2024, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

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

6. **Termination.**

The number of days of advance written notice required for termination of this contract is sixty (60) days.

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

[ ] There are no additional provisions to this contract.

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

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:		**Contract Administrator for CONTRACTOR:**	
Name:	Rachel White, LMFT	Name:	Betty Dominici
Title:	Behavioral Health, Assistant Director	Title:	Chief Executive Officer
Address:	1131 Community Parkway	Address:	3201 Danville Blvd. #205
	Hollister, CA 95023		Alamo, CA 94507
Telephone No:	(831) 636-4020	Telephone No:	(415) 710-7538
Fax No:	(831) 636-4025	Email:	betty@alamoseniorliving.com

SIGNATURES

APPROVED BY COUNTY:

Signature: _____

Name: Mindy Sotelo

Title: Chair
San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Signature: DocuSigned by: BC838E784E514E7...

Name: Betty Dominici

Title: Chief Executive Officer

Date: 4/21/2023

TAX ID# _____

APPROVED AS TO LEGAL FORM:

Irma Valencia, San Benito County Counsel:

Signature: _____

Date: 04/24/2023

DocuSign Envelope ID: C9D5F963-D925-47DB-89F3-561407B6F1D4

ATTACHMENT A
SCOPE OF SERVICES
A&A Health Services – Licensed Residential Care Facility

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

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

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

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

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

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

Socialization/Group Interactions:
Current Events/Cultural Relativity
Problem Solving/Life challenge bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Entertainment/Recreational

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

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

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

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

CONTRACTOR shall maintain Quality Assurance Procedures

CONTRACTOR shall maintain qualified personnel capable of distributing medication as directed by psychiatrist or physician at prescribed intervals. CONTRACTOR shall require its staff who

distribute medication to complete in-service training pertaining to medications.
CONTRACTOR provided services, facility, programs, and records shall be evaluated annually by the following agencies:

State of California Community Care Licensing, Patients' Rights Consumer Review Task Force, and San Benito County.

CONTRACTOR Staff Qualifications and Training

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

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

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

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

CONTRACTOR facilitated access for resident Emergency Services

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

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

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

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

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

CONTRACTOR will hold a resident's bed for a total of ten (10) days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven (7) days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR. County agrees to adhere to attached protocol regarding returning a LPS conserved Resident from A&A Guest Home.

County agrees to provide A&A Health Services names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one (1) hour.

Augmented services provided by A&A Health Services such as transportation outside of Alameda County, extraordinary staffing request, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement, all Residents of A&A Health Services must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

End Of Attachment A

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ATTACHMENT B
Payment Schedule

Prior Authorization

a. **Form**

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

b. **Process**

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

Reimbursement

a. **Amount**

The total amount of reimbursement available under this agreement shall not exceed TWO HUNDRED TWENTY THOUSAND ($220,000) DOLLARS.

b. **Rate**

County shall reimburse Contractor on fee for service basis for services under this agreement at a rate for services of $200.00 per patient day. The monthly gross billings shall reflect a reduction of third-party revenues received on behalf of individual clients from this County. In addition, the contractor shall receive the board and care payment at a rate predetermined by social security administration which will be paid out of client's Social Security Benefits. The county will deduct the personal and incidental (P&I) expense allowance of $80.00 per month and forward to the CONTRACTOR to be placed in the Conservatee' s Trust Account.

County shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by CONTRACTOR.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will only be responsible to pay the daily rate of $200.00 per patient day. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,324.82 per month for a client who receives one check (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by CONTRACTOR.

c. **Claims**

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

d. **Monthly Payment**

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

e. **Final Payment**

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

Audits

a. **Scope**

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

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

c. **Findings**

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

d. **Repayment**

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

e. **Appeals**

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

END OF ATTACHMENT B

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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.

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(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.

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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.

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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

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such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contact, 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

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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 Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA

Contractor shall comply with California Governor Newson's Executive Order N-6-22, (available online at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included any applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

END OF ATTACHMENT C.

ATTACHMENT D

Specific Terms and Conditions

D-1. CONTRACTOR shall comply specifically with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

D-2. CONTRACTOR shall adhere to all statutes and regulations governing the confidentiality of records. Contractor agrees to maintain the confidentiality of any information, which may be obtained in the performance of this agreement. Contractor agrees to hold all such confidential information in trust and confidence and upon cancellation or expiration of this agreement Contractor will return to County all written or descriptive matter, which contains any such confidential information.

D-3. CONTRACTOR shall maintain all patient records in compliance with all appropriate federal, state and local requirements.

D-4. CONTRACTOR shall comply with all Patients' Rights statutes and regulations.

D-5. CONTRACTOR shall ensure that all pertinent admissions and length of stay requests comply with utilization review regulations.

D-6. CONTRACTOR shall ensure that appropriate service and financial records are maintained and retained at least four (4) years or until audit findings are resolved, whichever is later.

D-7. State and County agencies shall have the right to inspect all records to evaluate the cost, quality, appropriateness and time lines of services.

D-8. CONTRACTOR agrees to complete and return to COUNTY the Provider Satisfaction Survey when COUNTY provides such.

D-9. Facility access for handicapped persons shall comply with Section 504 of the Rehabilitation Act of 1973.

D-10. In the event of a medical emergency, either psychiatric or non-psychiatric, CONTRACTOR shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd ("EMTALA"). COUNTY agrees that all screenings and stabilizing services provided by a CONTRACTOR in a medical emergency are services covered by COUNTY under this agreement.

D-11. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered entity" under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and

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

D-12. As to all insurance coverage required herein, any deductible or self-insured retention exceeding 1% of company's annual gross earnings or $5,000 for an individual shall be disclosed to and be subject to approval by County Risk Manager, prior to the effective date of this contract.

D-13. If any insurance coverage required hereunder is provided on a "claim made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract a n d continue coverage for a period of three (3) years after the expiration of the contract and any extensions thereof.

D-14. In lieu of maintaining post-contract expiration coverage as specified above, CONTRACTOR may satisfy this provision by purchasing tail coverage for the "claims made" policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after the expiration of this contract.

D-15 Contractor will cooperate with County in the preparation of and will furnish any and all information required for reports to be prepared by County as may be required by the rules, regulations, or statutes of the State of California or United States Government.

D-16 County, with prior written notice of fourteen (14) days to Contractor, may, at any time during the term of this agreement, conduct an evaluation of services provided hereunder.

D-17 Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted.

D-18 Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding governmental entity with respect to the receipt and disbursement of the funds referred to in Exhibit "B", as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any federal funding under any federal programs.

D-19 Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor or Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in Title 21, USC, Chapter 13, Subchapter I, part B, Section 812, including but not limited to marijuana, heroin, cocaine and amphetamines at any of Contractor's facilities or County's facilities or worksites. If Contractor or any employee of Contractor

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

D-20 In this connection, the parties hereto agree that the term "without reasonable cause" utilized in Section 5657 of the Welfare and Institutions Code means, for purposes of this agreement, that a representative of the County agency has not articulated, verbally or in written form, a reason for not making payment within sixty (60) days of the required payment date as set forth in Exhibit "B".

D-21 In cases of unusual occurrences Contractor shall comply with the California Code of Regulations (CCR) Title 9; Division 1., Chapter 3.5 Mental Health Rehabilitation Centers, Article 4, Subsection 784.15. Contractor agrees to concurrently notify County in writing of said unusual occurrence.

END OF ATTACHMENT D

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ATTACHMENT E
HEALTH INSURANCE PORTIBILITY & ACCOUNTIBILITY ACT

BUSINESS ASSOCIATE

(a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.

(b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.

(c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.

(d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.

(e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.

(f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.

(g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

(h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

(i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.

(j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

(k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to

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

(l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

(m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.

(1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(n) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (http://www.hhs.gov).

(o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

END ATTACHMENT E

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CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and A&A Health 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 July 1, 2023, and end on June 30, 2024, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

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

6. **Termination.**

The number of days of advance written notice required for termination of this contract is sixty (60) days.

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

[ ] There are no additional provisions to this contract.

[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.

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:		**Contract Administrator for CONTRACTOR:**	
Name:	Rachel White, LMFT	Name:	Betty Dominici
Title:	Behavioral Health, Assistant Director	Title:	Chief Executive Officer
Address:	1131 Community Parkway	Address:	3201 Danville Blvd. #205
	Hollister, CA 95023		Alamo, CA 94507
Telephone No:	(831) 636-4020	Telephone No:	(415) 710-7538
Fax No:	(831) 636-4025	Email:	betty@alamoseniorliving.com

SIGNATURES

APPROVED BY COUNTY:

Signature: DocuSigned by: Mindy Sotelo BCAC4A983F63409...

Name: Mindy Sotelo

Title: Chair
San Benito County Board of Supervisors

Date: 5/09/2023

APPROVED BY CONTRACTOR:

Signature: DocuSigned by: BC838E784E514E7...

Name: Betty Dominici

Title: Chief Executive Officer

Date: 4/21/2023

TAX ID#

APPROVED AS TO LEGAL FORM:

Irma Valencia, San Benito County Counsel:

Signature:

Date: 04/24/2023

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ATTACHMENT A

SCOPE OF SERVICES

A&A Health Services – Licensed Residential Care Facility

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

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

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

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

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

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

Socialization/Group Interactions:
Current Events/Cultural Relativity
Problem Solving/Life challenge bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Entertainment/Recreational

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

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

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

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

CONTRACTOR shall maintain Quality Assurance Procedures

CONTRACTOR shall maintain qualified personnel capable of distributing medication as directed by psychiatrist or physician at prescribed intervals. CONTRACTOR shall require its staff who

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distribute medication to complete in-service training pertaining to medications.
CONTRACTOR provided services, facility, programs, and records shall be evaluated annually by the following agencies:

State of California Community Care Licensing, Patients' Rights Consumer Review Task Force, and San Benito County.

CONTRACTOR Staff Qualifications and Training

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

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

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

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

CONTRACTOR facilitated access for resident Emergency Services

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

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

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

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

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

CONTRACTOR will hold a resident's bed for a total of ten (10) days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven (7) days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR. County agrees to adhere to attached protocol regarding returning a LPS conserved Resident from A&A Guest Home.

County agrees to provide A&A Health Services names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one (1) hour.

Augmented services provided by A&A Health Services such as transportation outside of Alameda County, extraordinary staffing request, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement, all Residents of A&A Health Services must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

End Of Attachment A

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ATTACHMENT B
Payment Schedule

Prior Authorization

a. **Form**

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

b. **Process**

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

Reimbursement

a. **Amount**

The total amount of reimbursement available under this agreement shall not exceed TWO HUNDRED TWENTY THOUSAND ($220,000) DOLLARS.

b. **Rate**

County shall reimburse Contractor on fee for service basis for services under this agreement at a rate for services of $200.00 per patient day. The monthly gross billings shall reflect a reduction of third-party revenues received on behalf of individual clients from this County. In addition, the contractor shall receive the board and care payment at a rate predetermined by social security administration which will be paid out of client's Social Security Benefits. The county will deduct the personal and incidental (P&I) expense allowance of $80.00 per month and forward to the CONTRACTOR to be placed in the Conservatee' s Trust Account.

County shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by CONTRACTOR.

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Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will only be responsible to pay the daily rate of $200.00 per patient day. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,324.82 per month for a client who receives one check (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by CONTRACTOR.

c. **Claims**

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

d. **Monthly Payment**

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

e. **Final Payment**

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

Audits

a. **Scope**

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

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

c. **Findings**

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

d. **Repayment**

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

e. **Appeals**

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

END OF ATTACHMENT B

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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.

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(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.

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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.

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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

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such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contact, 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

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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 Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA

Contractor shall comply with California Governor Newson's Executive Order N-6-22, (available online at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included any applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

END OF ATTACHMENT C.

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ATTACHMENT D

Specific Terms and Conditions

D-1. CONTRACTOR shall comply specifically with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

D-2. CONTRACTOR shall adhere to all statutes and regulations governing the confidentiality of records. Contractor agrees to maintain the confidentiality of any information, which may be obtained in the performance of this agreement. Contractor agrees to hold all such confidential information in trust and confidence and upon cancellation or expiration of this agreement Contractor will return to County all written or descriptive matter, which contains any such confidential information.

D-3. CONTRACTOR shall maintain all patient records in compliance with all appropriate federal, state and local requirements.

D-4. CONTRACTOR shall comply with all Patients' Rights statutes and regulations.

D-5. CONTRACTOR shall ensure that all pertinent admissions and length of stay requests comply with utilization review regulations.

D-6. CONTRACTOR shall ensure that appropriate service and financial records are maintained and retained at least four (4) years or until audit findings are resolved, whichever is later.

D-7. State and County agencies shall have the right to inspect all records to evaluate the cost, quality, appropriateness and time lines of services.

D-8. CONTRACTOR agrees to complete and return to COUNTY the Provider Satisfaction Survey when COUNTY provides such.

D-9. Facility access for handicapped persons shall comply with Section 504 of the Rehabilitation Act of 1973.

D-10. In the event of a medical emergency, either psychiatric or non-psychiatric, CONTRACTOR shall stabilize and treat or transfer patients in accordance with Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd ("EMTALA"). COUNTY agrees that all screenings and stabilizing services provided by a CONTRACTOR in a medical emergency are services covered by COUNTY under this agreement.

D-11. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Each party understands that, as a provider of medical treatment services, it is a "covered entity" under HIPAA, and as such, has obligations with respect to the confidentiality, privacy, and

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

D-12. As to all insurance coverage required herein, any deductible or self-insured retention exceeding 1% of company's annual gross earnings or $5,000 for an individual shall be disclosed to and be subject to approval by County Risk Manager, prior to the effective date of this contract.

D-13. If any insurance coverage required hereunder is provided on a "claim made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract a n d continue coverage for a period of three (3) years after the expiration of the contract and any extensions thereof.

D-14. In lieu of maintaining post-contract expiration coverage as specified above, CONTRACTOR may satisfy this provision by purchasing tail coverage for the "claims made" policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three (3) years after the expiration of this contract.

D-15 Contractor will cooperate with County in the preparation of and will furnish any and all information required for reports to be prepared by County as may be required by the rules, regulations, or statutes of the State of California or United States Government.

D-16 County, with prior written notice of fourteen (14) days to Contractor, may, at any time during the term of this agreement, conduct an evaluation of services provided hereunder.

D-17 Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted.

D-18 Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding governmental entity with respect to the receipt and disbursement of the funds referred to in Exhibit "B", as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this agreement, either directly or indirectly, as a contribution in order to obtain any federal funding under any federal programs.

D-19 Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor or Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in Title 21, USC, Chapter 13, Subchapter I, part B, Section 812, including but not limited to marijuana, heroin, cocaine and amphetamines at any of Contractor's facilities or County's facilities or worksites. If Contractor or any employee of Contractor

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

D-20 In this connection, the parties hereto agree that the term "without reasonable cause" utilized in Section 5657 of the Welfare and Institutions Code means, for purposes of this agreement, that a representative of the County agency has not articulated, verbally or in written form, a reason for not making payment within sixty (60) days of the required payment date as set forth in Exhibit "B".

D-21 In cases of unusual occurrences Contractor shall comply with the California Code of Regulations (CCR) Title 9; Division 1., Chapter 3.5 Mental Health Rehabilitation Centers, Article 4, Subsection 784.15. Contractor agrees to concurrently notify County in writing of said unusual occurrence.

END OF ATTACHMENT D

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ATTACHMENT E
HEALTH INSURANCE PORTIBILITY & ACCOUNTIBILITY ACT

BUSINESS ASSOCIATE

(a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.

(b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.

(c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.

(d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.

(e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.

(f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.

(g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

(h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

(i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.

(j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

(k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to

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

(l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

(m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.

(1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(n) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (http://www.hhs.gov).

(o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

END ATTACHMENT E

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.4

MEETING DATE: **05/09/2023**

DEPARTMENT: CLERK OF THE BOARD

AGENDA ITEM PREPARER: Vanessa Delgado

DEPT HEAD/DIRECTOR: Vanessa Delgado

SUBJECT:

CLERK OF THE BOARD - V. DELGADO
Approve the action minutes of the April 25, 2023 Regular Meeting.
SBC FILE NUMBER: 156

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

See attached minutes.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

Yes

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Approve the action minutes of the April 25, 2023 Regular Meeting.

BOARD ACTION RESULTS:

Approved minutes per staff recommendation.

ATTACHMENTS:

Board of Supervisor Minutes 4.25.23

SAN BENITO COUNTY
BOARD OF SUPERVISORS

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Board of Supervisors Chambers 481 Fourth Street, Hollister, CA 95023

BOARD OF SUPERVISORS - REGULAR MEETING MINUTES
APRIL 25, 2023
9:00 AM

Levine Act - Campaign Contributions (Government Code Section 84308)

As of January 1, 2023, the Levine Act (Government Code Section 84308) applies to Board of Supervisors proceedings involving a license, permit, or other entitlement for use.

Pursuant to Government Code Section 84308, no Board Member shall accept, solicit, or direct a contribution of more than $250 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the County or for 12 months after a final decision is rendered in that proceeding. Any Board Member who has received a contribution of more than $250 within the preceding 12 months from a party or their agent, or from a participant or their agent, shall disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code Section 84308(d), any party to a covered proceeding before the Board is required, and any participant to such a proceeding is strongly urged, to disclose on the record of the proceeding any contribution, including aggregated contributions, of more than $250 made within the preceding 12 months by them or their agent to any Board Member. The disclosure must include the name of the party or participant and any other person making the contribution, if any; the name of the recipient; the amount of the contribution; and the date the contribution was made. The disclosure shall occur in the manner required under Government Code Section 84308 and any applicable state or local regulations, opinions, or policies. No party or their agent, and no participant or their agent, shall make a contribution of more than $250 to any Board Member during the proceeding or for 12 months after a final decision is rendered in that proceeding.

The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the requirements of the law.

CALL TO ORDER

The meeting was called to order at 9:00 AM by Chair Mindy Sotelo. Those present were Supervisors Angela Curro, Dom Zanger, Kollin Kosmicki, and Bea Gonzales, as well as County Counsel Barbara Thompson, County Administrative Officer Ray Espinosa, and Clerk of the Board Vanessa Delgado.

a. Pledge of Allegiance

The Pledge of Allegiance to be led by Supervisor Dom Zanger District #1.
The Pledge of Allegiance was led by Supervisor Dom Zanger District #1.

b. Acknowledge Certificate of Posting

Acknowledge Certificate of Posting

Moved by Bea Gonzales; seconded by Angela Curro to acknowledge Certificate of Posting. **Motion** : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

c. NOTICE OF TEMPORARY PROCEDURES FOR BOARD OF SUPERVISOR MEETING

The meeting will be available through Zoom, YouTube, and Peak Agenda for those who wish to join or require accommodations.

Members of the public may participate remotely via zoom at the following link ***https://zoom.us/join*** *with the following Webinar ID and Password:*

Webinar ID: 840 3232 8259
Webinar Password: 815065

Those participating by phone who would like to make a comment can use the "raise hand" feature by dialing "*9". In order to receive the full zoom experience, please make sure your application is up to date.

Remote zoom participation for members of the public is provided for convenience only. In the event that the zoom connection malfunctions for any reason, the board of supervisors reserves the right to conduct the meeting without remote access.

Remote Viewing:
Members of the public who wish to watch the meeting can view a livestream of the meeting online through either the:

A. **San Benito County Facebook Page:** https://www.facebook.com/sbccalifornia

B. **Community Media Access Partnership (CMAP) YouTube Page:** https://www.youtube.com/channel/UCLj3iW3_dsDzbYqnY1KdCvA.

C. **Peak Agenda Page: https://cosb.granicus.com/ViewPublisher.php?view_id=1**

Written Comments & Email Public Comment
Members of the public may submit comments via email by 5:00 PM on the Monday prior to the Board of Supervisor's meeting to the Clerk of the Board at *vdelgado@cosb.us*.

Public Comment Guidelines

A. The San Benito County Board of Supervisor's welcomes your comments.

B. If participating on Zoom, once you are selected you will hear that you have been unmuted: At this time, please state your first name, last name, and county you reside in for the record.

C. Each individual speaker will be limited to a presentation total of three (3) minutes, or such other time as may be designed by the Chair.

D. If there are more than 10 speakers on any given item, speakers will be given (2) minutes to speak to be able to give everyone an opportunity to speak.

E. Speakers are encouraged to keep your comments, brief and to the point, and not to repeat prior testimony, so that as many people as possible can be heard. Your cooperation is appreciated.
If you have any questions, please contact the Clerk of the Board Vanessa Delgado, at (831) 636-4000, Ext. 13 or email VDelgado@cosb.us

d. Presentations and Recognitions

BOARD OF SUPERVISORS
Approve proclamation proclaiming April 23 - 29, 2023 as National Crime Victims' Rights Week. SBC FILE NUMBER: 430

Supervisor Kosmicki presented the proclamation to District Attorney Joel Buckingham and thanked the District Attorney's Office and Victim Witness Department.

Mr. Buckingham gave a brief background on the role of the Victim Witness department and thanked Patricia Salcedo for her work.

Moved by Kollin Kosmicki; seconded by Bea Gonzales to approve proclamation per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

BOARD OF SUPERVISORS
Approve Proclamation declaring May 2023 as "Water Awareness Month" in San Benito County. SBC FILE NUMBER: 430

Supervisor Curro presented the proclamation to San Benito County Water District Water Conservation Program Manager Shawn Novack.

Mr. Novack accepted the proclamation and gave a brief background on water awareness and provided information to the public on assistance they can get for water conservation.

Moved by Bea Gonzales; seconded by Dom Zanger to approve proclamation per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

BOARD OF SUPERVISORS

Approve Proclamation declaring May 2023 as Mental Health Month in San Benito County.
SBC File Number: 430

Supervisor Sotelo presented the proclamation to Behavioral Health Consultant Dr. Wayne Clark and Deputy Director of Behavioral Health Rachel White.

Dr. Wayne Clark and Ms. White provided information on the upcoming May activities for mental health awareness such as tours at the Esperanza Center for the public, outreach, and workshops.

Moved by Angela Curro; seconded by Kollin Kosmicki to approve proclamation per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

BOARD OF SUPERVISORS

Present Certificate of Recognition to Paul St. John for his 20 years of outstanding dedication and commitment to the Veteran's Memorial Park Commission. SBC FILE NUMBER: 156

Supervisor Zanger presented the Certificate of Recognition to Paul St. John.

Moved by Dom Zanger; seconded by Kollin Kosmicki to approve certificate of recognition per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

BOARD OF SUPERVISORS

Approve Proclamation declaring April 24 -28, 2023 National Library Week in San Benito County.
SBC FILE NUMBER: 80

County Administrative Officer Ray Espinosa announced that County Librarian Nora Conte retired last week, and Manny Gonzales has taken the role of Interim Librarian and introduced Mr. Gonzales.

Interim Librarian Manny Gonzales introduced himself and acknowledged Carlos Reynoso for his 25 years with the Library, Lyann Sacket as Volunteer of the Year, and Becky Pagan and Stephanie Jones as exemplary employees.

Moved by Kollin Kosmicki; seconded by Bea Gonzales to approve proclamation per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

e. Department Head Announcements: Information Only

Clerk of the Board Vanessa Delgado provided an update on potential meeting dates of June 6th and June 20th for the joint meeting of the Planning Commission and Board of Supervisors.

Behavioral Health Consultant Dr. Wayne Clark provided a brief update on the Behavioral Health Department such as 3 new contracts, recruitment and retention for the long term, and organizational culture change needs.

Public Works Administrator Steve Loupe thanked Integrated Waste Management staff for putting together the activities for Earth Day on April 22nd. Mr. Loupe provided information regarding a recycle day event at Brigantino Park on May 20th from 9:00 AM to 1:00 PM, a master composter program on May 24th at 6:00 PM. He announced there have been curbside clean ups at Lovers Lane and San Felipe Rd and that Fish and Wildlife met at a Farm Bureau event to discuss permission for removal of storm debris and settlement.

Sheriff Eric Taylor provided information on the Sheriff's Youth Development Fund and the Community Foundation forfeiture monies of $9,000.00, and sponsoring disadvantaged youth at Bulldog Boxing. Sheriff Taylor informed the board of an award of $3 million over the next 5 years that will fund 3 Deputy Sheriff's and a Crime Analyst.

County Counsel Barbara Thompson requested the board add an Urgency Item pursuant to Government Code 54956.9 (a)(d)(4), “Initiation of Litigation” to Closed Session.

Moved by Bea Gonzales; seconded by Angela Curro to approve adding Urgency Item pursuant to Government Code 54956.9 (a)(d)(4), “Initiation of Litigation” to Closed Session.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

f. Board Announcements: Future Agenda Items and Committee Updates

Supervisor Zanger announced he attended Earth Day and the Fish and Wildlife meeting.

Supervisor Zanger requested a future item regarding zero fee permits for disaster recovery, seconded by Supervisor Curro.

Supervisor Zanger requested a future item regarding a presentation on vendors on the sides of roads, and regulations and options on what can be done with these vendors, seconded by Supervisor Curro with an addition to look at what code enforcement can do on the weekends.

Supervisor Zanger requested a future item regarding looking at housing in San Benito County being bought by LLCs and what can be done to limit this from happening, seconded by Supervisor Kosmicki.

Supervisor Curro announced she attended CSAC, a CASA event in Santa Cruz, a tour of Tres Pinos and areas that need to be addressed, a Chamber of Commerce event at Twin Oaks, and Earth Day. Ms. Curro thanked Supervisor Kosmicki for having the AT HOME Resolution on the Intergovernmental Committee agenda and the IT department for assisting with broadband infrastructure.

Supervisor Kosmicki announced he had attended an AMBAG meeting and the HDA Downtown clean up.

Supervisor Sotelo announced she attended a COG meeting and informed the public the next Economic Development Committee will be on April 26th at 10:00 AM at the Epicenter.

Supervisor Sotelo requested an update on the completion of the intersection light on Hillcrest and Fairview Rd.

FUTURE AGENDA ITEMS

g. 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.

There were four public comments from Dara Tobias, Valerie Egland, Tonia Sunseri, and Donald Wirz.

1. 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 they will have three (3) minutes to speak for one (1) item or five (5) minutes for two (2) or more items.

There was one public comment from Elia Salinas regarding Consent Items #1.7 and 1.19.

Supervisor Gonzales pulled items #1.7, 1.14, 1.15, and 1.19.

Supervisor Sotelo asked for clarification on item #1.6 and eliminating the Resource Management Agency Director position. County Administrative Officer clarified the information.

Moved by Bea Gonzales; seconded by Angela Curro to approve Consent Agenda except for items #1.7, 1.14, 1.15, and 1.19.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

1.1
BEHAVIORAL HEALTH DEPARTMENT- R. ESPINOSA

Approve Behavioral Health Department to apply for DHCS Bridge Grant for $2.2 million in funding over the span of five years, to treat and assist Behavioral Health consumers experiencing homelessness or other qualifying factors. SBC FILE NUMBER: 810

1.2 **BEHAVIORAL HEALTH DEPARTMENT - R. ESPINOSA**

Approve Amendment #1 to FY22-23 Merced Behavioral Center contract for the term of July 1, 2022 to June 30, 2023 in the amount of $73,000.00, maximum contract amount not to exceed $162,000.00 for increased utilization of IMD services. SBC File Number: 810

1.3 **BEHAVIORAL HEALTH DEPARTMENT - R. ESPINOSA**

Approve contract renewal with Crestwood Behavioral Health, Inc. for a variety of services including psychiatric acute hospital care and sub-acute residential treatment for the term of July 1, 2023 through June 30, 2024 for a maximum amount not to exceed $100,000.00. SBC File Number: 810

1.4 **BOARD OF SUPERVISORS**

Approve appointment of Tim Scagliotti to the Fish and Game Commission for District #1 for the term of April 25, 2023 through January 6, 2025. SBC FILE NUMBER: 156

1.5 **CLERK OF THE BOARD - V. DELGADO**

Approve the action minutes of the April 11, 2023 Regular Meeting and April 18, 2023 Special Meeting.
SBC FILE NUMBER: 156

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

Adopt an ordinance amending Chapter 3.01.146 of the San Benito County Code relating to the roles and duties of the Planning and Building Director and the Public Works Administrator in the administration of divisions within the Resource Management Agency.
SBC FILE NUMBER: 119
ORDINANCE NO.:1053

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

Authorize the Chair of the Board to sign a letter of support for Assembly Bill 869 that would require Health Care Access and Administration (HCAI), upon appropriation by the Legislature, to provide grants to financially distressed small rural and district hospitals to pay for 2030 seismic upgrades and delay the requirement to 2035. Being one of the forty Rural County Representatives of California, San Benito County is in full support of the Association's letter sent to the Health Committee in April 2023.
SBC FILE NUMBER: 119

Supervisor Gonzales pulled this item for an explanation on the letter of support.

County Administrative Officer Ray Espinosa provided background on the letter stating the support is to give more funding to hospitals in need, like Hazel Hawkins Hospital, to be able to retrofit their buildings to new standards and extend the deadline for those upgrades. Mr.

Espinosa also commented that the letter had a typo on the Governor's name that will be corrected.

Moved by Bea Gonzales; seconded by Angela Curro to approve letter of support per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

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

Approve contract with Community Services Development Corporation (CSDC) for the period of April 1, 2023 through March 31, 2024, in the amount of $269,995.00 to operate the lease functions of the HUD “Helping Hands” Permanent Supportive Housing Program.
SBC FILE NUMBER: 130

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

Approve the San Benito County Workforce Innovation and Opportunity Act (WIOA) Local Plan and the North Central Coast Regional Planning Unit Plan 2-Year Modification for Program Years 2021 through 2024.
SBC FILE NUMBER: 130

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

Approve contract with Dr. David Robert Godley, MD, for California Children's Services for the period of July 01, 2023 through June 30, 2024, to be billed to the State of California.
SBC FILE NUMBER: 420

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

Approve the re-appointment to the Workforce Development Board (WDB) of Kendra Bobsin for a three-year term, effective 5/12/2023 through 5/12/2026 as a Public Sector Representative, appointment of Sorath Hangse as a Public Sector Representative for a three-year term, effective 4/11/2023 through 4/11/26 and the appointment of Kim O'Connor as a Private Sector Representative for a three-year term, effective 4/11/2023 through 4/11/26. These appointments are required/mandated board positions pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. SBC FILE NUMBER: 130

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

Approve Application for Subsequent Local Area Designation and Local Board Re-certification for Program Year 2023 through 2025; authorize the Workforce Development Board (WDB) Chair and the Chair of the Board of Supervisors to sign the application and any amendments and documents pertaining to the application.
SBC FILE NUMBER: 130

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

Approve the agreement with Maxim Healthcare Staffing Services Inc for the placement of a

Public Health Nurse and a Part-time Physical Therapist for the duration of April 24, 2023 through June 30, 2024 in a total amount not to exceed $122,200.00. SBC FILE NUMBER: 420

1.14 **RESOURCE MANAGEMENT AGENCY - S. LOUPE, PUBLIC WORKS ADMINISTRATOR**
Adopt continuing Resolution confirming the RMA Director's/Public Works Administrator's authority to enter into emergency repair and replacement contracts to remediate a local emergency caused by January, 2021 flooding and storm events, pursuant to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; finding that there is a need to continue emergency action; and finding emergency repair and replacement work exempt from CEQA under CEQA Guidelines Section 15269(d), as emergency projects within the rights of way of existing County and State highways damaged by flooding and storm events. No new costs are being incurred or authorized by this action. (4/5 vote required)
SBC FILE NUMBER: 75.5
RESOLUTION NO: 2023-45

This item was pulled by Supervisor Gonzales to explain that there is no cost associated with this item.

This item was heard with item #1.15.

Public Works Director Steve Loupe explained there is no fiscal connection between the two storm events and this item will probably get dropped off the next meeting because it is no longer needed. The New Idria bridge will be a permanent repair that will be going out to bid. Next meeting there will be another item for the February /March storms.

Moved by Bea Gonzales; seconded by Kollin Kosmicki to adopt Resolution 2023-45 per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

1.15 **RESOURCE MANAGEMENT AGENCY - S. LOUPE, PUBLIC WORKS ADMINISTRATOR** Adopt Resolution confirming the Public Works Administrator's authority to enter into emergency repair and replacement contracts to remediate a local emergency caused by December, 2022 through January, 2023 flooding and storm events, pursuant to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; finding that there is a need to continue emergency action; and finding emergency repair and replacement work exempt from CEQA under CEQA Guidelines Section 15269(d), as emergency projects within the rights of way of existing County and State highways damaged by flooding and storm events. (4/5 vote required)
SBC FILE NUMBER: 75.5
RESOLUTION NO: 2023-46

This item was pulled by Supervisor Gonzales to explain that there is no cost associated with this item.

This item was heard with item #1.14.

Public Works Director Steve Loupe explained there is no fiscal connection between the two storm events and this item will probably get dropped off the next meeting because it is no longer needed. The New Idria bridge will be a permanent repair that will be going out to bid. Next meeting there will be another item for the February/March storms.

Moved by Bea Gonzales; seconded by Kollin Kosmicki to adopt Resolution No. 2023-46 per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

1.16 **RESOURCE MANAGEMENT AGENCY - S. LOUPE, PUBLIC WORKS ADMINISTRATOR** Adopt Resolution of Intent to Approve Annexation No. 7, Tax Zone 10 (San Juan Oaks) to annex property located in the Future Annexation Area of Community Facilities District 2018-1 (Residential Services) into CFD 2018-1, and set a public hearing for June 13, 2023 regarding approval
SBC FILE NUMBER: 105.3
RESOLUTION NO: 2023-47

1.17 **RESOURCE MANAGEMENT AGENCY - A. PRADO, PLANNING AND BUILDING DIRECTOR**
Approve EMC Planning Group environmental impact report (EIR) Contract Amendment No. 6 for Ridgemark Master Plan (County Planning file PLN170008), in conformance with the California Environmental Quality Act (CEQA), to add services by the contractor to update the project's biological survey, update the EIR's tribal and cultural resources analysis and public school facilities discussion, incorporate staff comment into the EIR, and revise other analysis in response to project description changes.
SBC FILE NUMBER: 790

1.18 **RESOURCE MANAGEMENT AGENCY – S. LOUPE, PUBLIC WORKS ADMINISTRATOR**
Approve change orders in the total amount of $307,837.00 and authorize the RMA Public Works Administrator to sign and issue them, in accordance with two previously approved project budget increases for the HEAP Homeless Transitional Housing (Tiny Homes) Project - Phase I, at the County Migrant Camp at 3235 Southside Road; and authorize the RMA Public Works Administrator to accept the completed improvements and perform all necessary closeout activities upon project completion.
SBC FILE NUMBER: 105.3

1.19 **RESOURCE MANAGEMENT AGENCY - S. LOUPE - PUBLIC WORKS ADMINISTRATOR**
Accept bids received for the PWB-2208 Union Road Bridge At San Benito River Bridge Replacement Project – Federal Aid Project No. BRLS-5943(043); find MCM Construction, Inc. of North Highlands, California, to be the lowest responsive, responsible bidder; award the

construction contract in the amount of $36,329,582.00 to MCM Construction, Inc; approve the construction contract and authorize the RMA Public Works Administrator to execute the contract and all documents related to the administration of the construction contract upon receipt of all documents required in the Invitation for Bids, in accordance with the provisions of the Public Contract Code and Caltrans guidelines; authorize the RMA Public Works Administrator to issue change orders in an amount of not to exceed $210,000.00 (Contract Contingency Amount) in accordance with the provisions of Public Contract Code section 20142(b); and authorize the RMA Public Works Administrator to accept the completed improvements and perform all necessary closeout activities upon project completion. SBC FILE NUMBER: 105.3

This item was pulled by Supervisor Gonzales because it is a $36 million bid. She wanted to know if there is a money limit on items that are on Consent Agenda.

County Counsel Barbara Thompson stated there is no limit as it is not in the rules.

Moved by Bea Gonzales; seconded by Kollin Kosmicki to accept bids and approve per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

2. REGULAR AGENDA

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

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

2.1 COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Receive presentation on Tech Tools Accela, GIS, Laserfiche, and Peak.
SBC FILE NUMBER: 119

GIS Coordinator Rene Anchieta provided a presentation on what GIS is, GIS world model, data into map form, GIS database connection, and GIS internal and external applications.

Supervisor Gonzales asked regarding the new boundaries due to redistricting and Mr. Anchieta provided information on the update.

Planning and Building Director Abraham Prado provided a presentation on Accela and how to register for an Accela user account.

Clerk of the Board Vanessa Delgado provided a presentation on Laserfiche and Peak Agenda.

There were no public comments.

This was a presentation only, no action was taken.

2.2 **COUNTY CLERK/RECORDER/REGISTRAR OF VOTERS - F. DIAZ**

Receive presentation from the County Clerk-Recorder/Registrar of Voters about their new website and **www.sanbenitocounty-ca-cre.gov** domain name change. SBC FILE NUMBER: 285

Departmental Information Systems Coordinator Michael Parsons provided information on the updated website, mobile viewing, having a 98% score, .gov requirements, and the cybersecurity of the new website.

Chief Deputy County Clerk-Recorder-Elections Ana de Castro Maquiz reviewed the County Clerk part of the new website and the new virtual requests available to the public.

Deputy County Clerk-Recorder-Elections Jacqueline Taylor presented on the Deputy Recorder page, e-recording, how to record documents, 60% of recordings now being electronic, and purchasing copies of documents online.

County Clerk-Recorder Registrar of Voters Francisco Diaz presented on the Elections page, candidates and campaigns, voting options, voter data and election statistics, and gave information on his team.

There were no public comments.

There was discussion among the board and staff regarding the increase to 98% accessibility on the website, recorders search options, downloading files after purchasing, and looking at the option of making the complete county website into a .gov website.

This was a presentation only, no action taken.

2.3 **OFFICE OF EMERGENCY SERVICES - K. MANGANO**

Receive an update from the Office of Emergency Services, Health and Human Services, Behavioral Health, Department of Public Works, and the Agricultural Department on the Winter Storms.
SBC FILE NUMBER: 75.5

Office of Emergency Services Director Kris Mangano provided an oral update on the disaster Recovery Center with FEMA, CalOES, DMV, and non-profits available to the public from 9:00 AM to 7:00 PM Monday through Saturday until May 13th and the boots on the ground team update.

Behavioral Health Consultant Dr. Wayne Clark provided an update on the departments work with Health and Human Services Agency.

Health and Human Services Director Tracey Belton provided an update on the RV site, 13 families being assisted, case managed program, and assistance being provided to the families to locate permanent housing, ad hoc meeting on temporary housing, transportation being provided to students to Spring Grove Elementary School and the 2 full time staff that are assigned for the site work.

Public Works Director Steve Loupe also informed the board of the two staff members that are assigned to the RV Site, he informed the board that the crop production for San Benito County is 30 to 40 days behind schedule due to storm damage and he advised the public be careful on the road with farm vehicles. Mr. Loupe updated the board that the county had received Public Assistance for the December/January storm events and for the February/March storm events.

Ms. Mangano informed the board and public there would be a meeting with FEMA for Public Assistance application assistance on May 2nd at 9:00 AM.

There were no public comments.

Supervisor Gonzales announced she had attended an Ad Hoc meeting for temporary housing of the flood victims and thanked staff for all their hard work and for addressing all the concerns of the residents.

There was discussion among the board and staff regarding misinformation, the need to find permanent housing for the flood victims currently housing at the RV trailers, giving the families options for housing, having a roads update on the GIS to include projected dates of when work will be get done, and removal of pile ups on the sides of roads.

This was a presentation only, no action was taken.

2.4 **COUNTY ADMINISTRATIVE OFFICE - R. ESPINOSA**

Receive an update presentation on the American Rescue Plan Act (ARPA) and Local Assistance and Tribal Consistency Fund (LATCF) budget projects and program allocations. Approve $1.85 million reallocation of land acquisition committed funds to the Sheriff's Communication Equipment program. Delegate authority to County Administration Officer to take necessary action regarding the Sheriff's Communication Equipment program. SBC FILE NUMBER: 119

Assistant Administrative Analyst Gracie Rodriguez provided an update on the ARPA funding allocations, the transfer of $1.85 million to the Sheriff's Communication Equipment Program from the previously reserved $3 Million for land acquisition, LATCF updates, and CSAC's request for county contribution of $3,303.99 for a National Center for Public Lands.

There was one public comment from Peter O'Day.

There was discussion among the board regarding an update from the communication infrastructure ad hoc, making clear to the public where the funds are coming from, possibility of using the funds reserved for land acquisition for county facilities, budgeting for county facilities, other sources of funding for homelessness, funding of the CSAC request and what the county gets in return.

The board provided direction to bring back the request from CSAC for the 1% contribution for the National Center for Public Lands and for the board to provide direction regarding the LATCF.

Moved by Bea Gonzales; seconded by Angela Curro to approve funding of $1.85 million from the ARPA funds reserved for Land Acquisition to the Sheriff's Communication Equipment program.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

Moved by Bea Gonzales; seconded by Angela Curro to delegate authority to County Administration Officer to take necessary action regarding the Sheriff's Communication Equipment program.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

2.5 **RESOURCE MANAGEMENT AGENCY - A. PRADO- PLANNING AND BUILDING DIRECTOR**

Discuss Chapter 23.01 Inclusionary Housing Regulation's requirement's of the 15% floor, the qualifications and options for an in-lieu payment, and the breakdown of percentage and income categories and provide staff direction.
SBC FILE NUMBER: 790

Assistant Planner Stephanie Reck provided a presentation on the 15% floor, jurisdictional requirements, In-Lieu Fee options and qualifications, income targets for home ownership, percentage breakdown per income targets, and a review of the board direction from the January 17th meeting.

There were no public comments.

There was discussion among the board and staff regarding the 15% floor, additional scrutiny from HCD, AB1501 guidelines, economic feasibility study, In-Lieu provisions, projects outside 10 miles of city services, very low income for sale projects, systematic approach with non-profit developers, the cost of an economic feasibility study, the last study finalized in May 2022 and began in 2020 with a cost of $51,600.00, using the current study with HCD, and developments 10 miles outside of city development.

Supervisor Kosmicki motioned to increase the floor from 15% to 20% for onsite, seconded by Supervisor Zanger. The vote was Yes: Zanger and Kosmicki. No: Sotelo, Curro, and Gonzales. Motion failed.

Moved by Kollin Kosmicki; seconded by Dom Zanger to direct staff to bring back Affordable Housing Ordinance to amend to require that developments of 10 or more miles outside of city services are required to build off-site affordable housing units.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

Moved by Angela Curro; seconded by Bea Gonzales to direct staff to amend inclusionary housing ordinance to include option #2.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

3. PUBLIC HEARING

3.1 **RESOURCE MANAGEMENT AGENCY - A. PRADO PLANNING AND BUILDING DIRECTOR**

(To Be Heard at 1:30 p.m. or soon thereafter as the matter may be heard)
Hold Public Hearing. Make CEQA Findings; and either, (1) Adopt an ordinance to amend the County's Code Chapter 21 of Articles I and II of the San Benito County, CA Code of Ordinances to adopt the 2022 California Building Codes, the 2021 International Property Maintenance, 2021 IAPMO Uniform Swimming Pool & Spa, and 2022 California Fire Code with local amendments, and to amend Chapter 19.37, the County's Weed Abatement Ordinance. Accept Introduction, Waive Formal Reading, and Set the Matter for April 25, 2023 for adoption. Title of the Ordinance is "An ordinance Amending Title 21 of the San Benito County Code and Adopting By Reference the California Code of Regulations Title 24, 2022 Edition, of the California Building Standards Code, 2021 International Codes, International Association of Plumbing and Mechanical Officials Codes, and Amending Chapter 19.37 of the San Benito County Code", or Option 2: Open and continue public hearing to May 9, 2023 at 1:30 p.m. Accept introduction, waive formal reading and continue to May 9, 2023, consideration of (a) an ordinance to amend the County's Code Chapter 21 of Articles I and II of the San Benito County, CA Code of Ordinances to adopt the 2022 California Building Codes, the 2021 International Property Maintenance, 2021 IAPMO Uniform Swimming Pool & Spa, and 2022 California Fire Code with local amendments; and (b) an ordinance to amend Chapter 19.37, the County's Weed Abatement Ordinance. Accept Introduction, Waive Formal Reading, and Set for Adoption. Title of the Ordinances are (a) "An ordinance Amending Title 21 of the San Benito County Code and Adopting By Reference the California Code of Regulations Title 24, 2022 Edition, of the California Building Standards Code, 2021 International Codes, International Association of Plumbing and Mechanical Officials Codes" and (b) "An ordinance Amending Chapter 19.37 of the San Benito County Code Regarding Weed Abatement Standards."
SBC FILE NUMBER:790
ORDINANCE NO. 1054

The Public Hearing opened at 1:40 PM.

Planning and Building Director Abraham Prado provided an update on the ordinance and the request to separate the ordinance. Staff recommended to introduce, waive formal reading, and continue the building code part of the ordinance to the next meeting.

There were no public comments regarding the building code part of the ordinance.

There was discussion among the board regarding dividing the ordinance and taking out the weed abatement part of the ordinance to a different meeting.

Fire Marshall Charlie Bedolla provided a presentation on weed abatement, essential duty and priority of weed abatement, Public Resource Code 4291 - State responsibility area, Public Resource Code 4291, Rancho Vista hazard property, Santana Ranch hazard property, Ridgemark hazard property, Joh Smith and Fairview Rd. hazard property, Aromas hazard property, San Benito County municipal code, and Chapter 1.06: alternative Public Nuisance Abatement procedures and remedies.

There were six public comments from Valerie Egland, Chris Powell, Donald Qirz, John Eade, Russell Tobias, and Amelia Ryan.

There was discussion among the board and Fire Marshall Bedolla regarding just using the current code to enforce weed abatement, no crisscross on 5 acres, local response area map and where it can be found, separating Ag land and residential for a future ordinance, having a stakeholder meeting before having an ordinance go back to the board.

Fire Marshall Bedolla stated there was no need for a new weed abatement ordinance at this time.

Moved by Angela Curro; seconded by Kollin Kosmicki to accept introduction, waive formal reading, and continue the building code part of the ordinance to May 9, 2023 at 1:30 PM for adoption.
Motion : 4 - 1 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro
Voting Against: Bea Gonzales
Voting Abstain: None

3.2

RESOURCE MANAGEMENT AGENCY- S. LOUPE, PUBLIC WORKS ADMINISTRATOR (To Be Heard at 1:30 p.m. or soon thereafter as the matter may be heard)
Hold a Public Hearing; Adopt a Resolution making CEQA findings, finding that adoption of the proposed Ordinance Establishing Water Allotments within County Service Area No. 31 (Stonegate) for the 2023-2024 Water Year is exempt from CEQA; and Adopt an Ordinance Establishing Water Allotments within County Service Area No. 31 (Stonegate) for the 2023-2024 Water Year and taking other related action. SBC FILE NUMBER: 105.3
RESOLUTION NO: 2023-48
ORDINANCE NO: 1055

Public Works Director Steve Loupe provided background and a brief history on Stongate water allotments, their use of blue valve water, and ordinance limits on blue valve water amounts.

There were no public comments.

There was discussion among the board and staff regarding domestic allocation consistency and landscaping included in ag water allotment.

County Counsel Barbara Thompson read out the ordinance.

The Public Hearing closed at 2:33 PM.

Moved by Angela Curro; seconded by Kollin Kosmicki to hold a public hearing, adopt Resolution No. 2023-48, accept introduction, adopt Ordinance No. 1055 , and retroactively approve the publication per staff recommendation.
Motion : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

4. 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.)
There were 5 public comments from Belen Martinez, Maribel Jaime, Sarah Spalding, Yolanda Perez, and Ernesto Reyes.

4.1

CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: County Counsel
Authority: California Government Code 54957
SBC FILE NUMBER: 235.6

No Reportable Action.

4.2 **CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**
Agency designated representatives: Burke Dunphy, Ray Espinosa, Joe Paul Gonzalez, Henie
Ring, Elvia Barocio
Employee Organizations:
SEIU Local 2015 (IHSS Workers)
AUTHORITY: California Government Code Section 54957.6
SBC FILE NUMBER: 235.6

No Reportable Action.

4.3) Added Urgency Item pursuant to Government Code 54956.9 (a)(d)(4), "Initiation of Litigation"
No Reportable Action

ADJOURNMENT

Adjourn to the next regular meeting of May 9, 2023.

Moved by Angela Curro; seconded by Bea Gonzales to adjourn meeting at 3:53 PM. **Motion** : 5 - 0 - 0
Voting For: Dom Zanger, Kollin Kosmicki, Mindy Sotelo, Angela Curro, Bea Gonzales
Voting Against: None
Voting Abstain: None

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.5

MEETING DATE: **05/09/2023**

DEPARTMENT: COUNTY CLERK/RECORDER/ELECTIONS

AGENDA ITEM PREPARER: Francisco Diaz

DEPT HEAD/DIRECTOR: Francisco Diaz

SUBJECT:

COUNTY CLERK/RECORDER/REGISTRAR OF VOTERS - F. DIAZ
Approve Amendment #1 with Corporate Translation Services, LLC. (dba Language Link) for elections language translation and book formatting services for a not to exceed amount $65,000.00 for a period of 2-years and authorize Chair to sign.
SBC FILE NUMBER: 285

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Background
Corporate Translation Services, LLC. (dba Language Link) has provided language translation and book formatting services since, July 12, 2020. The Elections Department seeks to extend its contract with Corporate Translation Services, LLC. (dba Language Link) for an additional 24 months, through the 2024 Primary and General Elections.

About Corporate Translation Services, LLC.
Corporate Translation Services, LLC. (dba Language Link), a language solutions company, is a leading provider of language services, delivering a full suite of translation, interpretation, and localization solutions. Founded in 1991, servicing 300+ languages and dialects, utilizing extensive in-house network of professional talent and partners industry expertise, and the latest technology.

Election Translation and Book Formatting Services
Corporate Translation Services, LLC. (dba Language Link) provides fast, affordable and scalable

translation services. All translations projects undergo comprehensive process of checks and reviews to ensure quality. This includes: Project Review, Template Building/Translation Preparation, Glossary Development, Translation, Editing, Translator Review, Linguistic Quality Assurance, Formatting, Format Quality Assurance, and Final Check/Delivery.

Cost of Service
Amendment to Contract #1 with Corporate Translation Services, LLC. (dba Language Link) increases the not to exceed total from $20,000.00 to $65,000.00.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

Yes

CONTRACT AND RFP HISTORY:

On July 31, 2022, the County of San Benito signed a contract with Corporate Translation Services, LLC. (dba Language Link) for language translation and book formatting services. The total not to exceed contract was for $20,000.00.

LAST CONTRACT AMOUNT OR N/A:

$20,000.00

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:

Original Contract: July 31, 2022

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

Yes

STRATEGIC PLAN GOALS: 3. Technology

Yes

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

Yes

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

General Fund

UNFUNDED MANDATE:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.20.1115.1000.619.250

CURRENT FY COST:

$18,199.75

STAFF RECOMMENDATION:

Approve Amendment #1 with Corporate Translation Services, LLC. (dba Language Link) for elections language translation and book formatting services for a not to exceed amount $65,000.00 for a period of 2-years and authorize Chair to sign.

BOARD ACTION RESULTS:

Approved Amendment #1 per staff recommendation.

ATTACHMENTS:
Amendment Contract.pdf
Original Language Link Agreement
Fully Executed Amendment #1 Corporate Translation Services Contract

DocuSign Envelope ID: 450EDB4A-CC9F-45CA-B5EB-722C7BC233E4

AMENDMENT TO CONTRACT
#01

The County of San Benito ("COUNTY") and CORPORATE TRANSLATION SERVICES, LLC. a Delaware limited liability company (dba Language Link) ("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 07/31/2022.

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.
[X] The term of the original contract (Exhibit 1) is extended from the current expiration date of 07/31/2023, to a new expiration date of 07/31/2025.

b. Scope of Services. (Check one.)
[X] The services specified in the original contract (Exhibit 1) are not modified.
[ ] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[ ] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

[ ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:
(Insert new services.)

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c. Payment Terms. (Check one.)

[X] The payment terms in the original contract (Exhibit 1) are not modified.

[ ] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[ ] The payment terms are modified only as specified below:

Modified or New Payment Terms:

[ ] The 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

[X] a total sum not to exceed $65,000.00,

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.

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.)

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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

DocuSigned by:
Dan Nelson
3E3B23A91C58470...

4/25/2023

Dan Nelson, President — Date

COUNTY

Mindy Sotelo, Chair of the Board of Supervisors — Date

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

March 31, 2023

Joel Ellinwood, Assistant County Counsel — Date

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EXHIBIT 1
TO AMENDMENT #1

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and CORPORATE TRANSLATION SERVICES, LLC, a Delaware limited liability company. (dba Language Link) ("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 31, 2022, and end on July 31, 2023, 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 per occurrence, $2,000,000 aggregate
(b) Professional liability insurance: $1,000,000 per occurrence, $2,000,000 aggregate
(c) Comprehensive motor vehicle liability insurance: $1,000,000 per occurrence

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.

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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: Joe Paul Gonzalez

Title: County Clerk-Auditor-Recorder

Address: 440 Fifth Street Room 206

Hollister, California 95023

Telephone No.: 831-636-4016

Fax No.: 831-636-2939

Contract Administrator for CONTRACTOR:

Name: Kimberly Paukert

Title: Proposals & Contracts Manager

Address: 701 NE 136th Ave., Suite 200

Vancouver, WA 98684

Telephone No.: 360-433-0440

Email.: contracts@language.link

SIGNATURES

APPROVED BY COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Date: 7/26/22

APPROVED BY CONTRACTOR:

Alan Bloch Digitally signed by Alan Bloch Date: 2022.07.11 16:00:11 -07'00'

Name: Alan Bloch

Title: Controller

Date: 7/8/2022

APPROVED AS TO LEGAL FORM:
Barbara J. Thompson, County Counsel

By: Joel Ellinwood

Title: Assistant County Counsel

Date: 7/26/22

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QUALITY ASSURANCE

LANGUAGE LINK

All **translation** projects undergo our comprehensive process of checks and reviews to ensure superior quality.

1 PROJECT REVIEW
The Project Manager (PM) scopes the project including timeline, file inventory, glossaries (if applicable), and final deliverables. The PM will reach out to you with any questions or points of clarification as needed.

2 TEMPLATE BUILDING/TRANSLATION PREPARATION
During the project review we will determine whether a template needs to be built for the translation phase. If necessary, our Design team will build it at this time.

3 GLOSSARY DEVELOPMENT
For large-scale projects, we recommend that a standard glossary be developed that translators, editors and our Quality Assurance team can reference while working with your material.

4 TRANSLATION
The PM places the source material for translation with an experienced translator, who is selected based on the content of the project and the translator's subject matter expertise. Language Link only utilizes translators who are native speakers of the target language.

5 EDITING
All initial translations are reviewed by a second, equally qualified native-speaking translator/editor to ensure the quality of the translation.

6 TRANSLATOR REVIEW
Once the editor has reviewed the initial translation, it is submitted back to the original translator to be finalized.

7 LINGUISTIC QUALITY ASSURANCE
All translations then undergo an intensive round of quality assurance that includes the following:
- Confirm that appropriate glossary terms were used (if applicable)
- Ensure consistent translation throughout the project
- Ensure language-specific conventions have been followed

8 FORMATTING
Our Design and Development team precisely formats each finalized translation to match the source material, while also being sensitive to the needs of your target audience.

9 FORMAT QUALITY ASSURANCE
The Quality Assurance team reviews all documents to ensure that:
- The layout matches the source language document
- The correct fonts have been used
- The headers and footers are consistent with the source language document
- Proper names are spelled correctly
- Page fidelity has been maintained as requested, and the text flows correctly
- Margins, graphics and positioning of text are correct and appropriate

10 FINAL CHECK/DELIVERY
The PM will gather all final deliverables, verifying that they meet all of your original specifications. The Project Manager will also ensure that the layout, page numbers, proper names and other details match the source document as you have requested.

DocuSign Envelope ID: 450EDB4A-CC9F-45CA-B5EB-722C7BC233E4

Translation (per word)	SPANISH $.16
***	TRADITIONAL CHINESE $.21
***	TAGALOG $.23
***	VIETNAMESE $.23
Typesetting (per page)	$40
Edits (per page)	$.50
Booklets: Assembly/Proofing (per page)	$2.25
Desktop Publishing (per hour)	$45
All other services will be priced at time of request	***

END OF ATTACHMENT A

LANGUAGE LINK
701 NE 136th Ave • Suite 200 • Vancouver • WA • 98684 • www.language.link • 855.295.9177

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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.
[X] 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

[X] a total sum not to exceed **$20,000**,

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

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

[X] There are no additional terms of compensation.
[ ] The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B.

DocuSign Envelope ID: 450EDB4A-CC9F-45CA-B5EB-722C7BC233E4

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.

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(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.

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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-1 1. 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.

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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

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(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 contact, 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

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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.

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and CORPORATE TRANSLATION SERVICES, LLC, a Delaware limited liability company. (dba Language Link) ("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 31, 2022, and end on July 31, 2023, 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 per occurrence, $2,000,000 aggregate
(b) Professional liability insurance: $1,000,000 per occurrence, $2,000,000 aggregate
(c) Comprehensive motor vehicle liability insurance: $1,000,000 per occurrence

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.

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: Joe Paul Gonzalez

Title: County Clerk-Auditor-Recorder

Address: 440 Fifth Street Room 206

Hollister, California 95023

Telephone No.: 831-636-4016

Fax No.: 831-636-2939

Contract Administrator for CONTRACTOR:

Name: Kimberly Paukert

Title: Proposals & Contracts Manager

Address: 701 NE 136th Ave., Suite 200

Vancouver, WA 98684

Telephone No.: 360-433-0440

Email.: contracts@language.link

SIGNATURES

APPROVED BY COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Date: 7/26/22

APPROVED BY CONTRACTOR:

Alan Bloch Digitally signed by Alan Bloch Date: 2022.07.11 16:00:11 -07'00'

Name: Alan Bloch

Title: Controller

Date: 7/8/2022

APPROVED AS TO LEGAL FORM:
Barbara J. Thompson, County Counsel

Joel Ellinwood

By: Joel Ellinwood

Title: Assistant County Counsel

Date: 7/26/22

QUALITY ASSURANCE

LANGUAGE LINK

All **translation** projects undergo our comprehensive process of checks and reviews to ensure superior quality.

1 PROJECT REVIEW
The Project Manager (PM) scopes the project including timeline, file inventory, glossaries (if applicable), and final deliverables. The PM will reach out to you with any questions or points of clarification as needed.

2 TEMPLATE BUILDING/TRANSLATION PREPARATION
During the project review we will determine whether a template needs to be built for the translation phase. If necessary, our Design team will build it at this time.

3 GLOSSARY DEVELOPMENT
For large-scale projects, we recommend that a standard glossary be developed that translators, editors and our Quality Assurance team can reference while working with your material.

4 TRANSLATION
The PM places the source material for translation with an experienced translator, who is selected based on the content of the project and the translator's subject matter expertise. Language Link only utilizes translators who are native speakers of the target language.

5 EDITING
All initial translations are reviewed by a second, equally qualified native-speaking translator/editor to ensure the quality of the translation.

6 TRANSLATOR REVIEW
Once the editor has reviewed the initial translation, it is submitted back to the original translator to be finalized.

7 LINGUISTIC QUALITY ASSURANCE
All translations then undergo an intensive round of quality assurance that includes the following:
- Confirm that appropriate glossary terms were used (if applicable)
- Ensure consistent translation throughout the project
- Ensure language-specific conventions have been followed

8 FORMATTING
Our Design and Development team precisely formats each finalized translation to match the source material, while also being sensitive to the needs of your target audience.

9 FORMAT QUALITY ASSURANCE
The Quality Assurance team reviews all documents to ensure that:
- The layout matches the source language document
- The correct fonts have been used
- The headers and footers are consistent with the source language document
- Proper names are spelled correctly
- Page fidelity has been maintained as requested, and the text flows correctly
- Margins, graphics and positioning of text are correct and appropriate

10 FINAL CHECK/DELIVERY
The PM will gather all final deliverables, verifying that they meet all of your original specifications. The Project Manager will also ensure that the layout, page numbers, proper names and other details match the source document as you have requested.

800.208.2620 701 NE 136th Ave. Suite 200 Vancouver, WA 98684
sales@language.link | www.language.link
ISO 9001:2015

Translation (per word)	**SPANISH** $.16
***	**TRADITIONAL CHINESE** $.21
***	**TAGALOG** $.23
***	**VIETNAMESE** $.23
Typesetting (per page)	$40
Edits (per page)	$.50
Booklets: Assembly/Proofing (per page)	$2.25
Desktop Publishing (per hour)	$45
All other services will be priced at time of request	***

END OF ATTACHMENT A

LANGUAGE LINK
701 NE 136th Ave • Suite 200 • Vancouver • WA • 98684 • www.language.link • 855.295.9177

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.
[X] 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

[X] a total sum not to exceed **$20,000**,

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

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

[X] There are no additional terms of compensation.
[ ] The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

(a) Each policy shall be issued by a company authorized by law to transact business in the State of California.

(b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.

(c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.

(d) The required coverage shall be maintained in effect throughout the term of this contract.

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

(b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

(c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.

(d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

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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.

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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.

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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.

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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-1 1. 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-1 5. SEVERABILITY.

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

C-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 contact, on the same day as the facsimile transmission is made.

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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.

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AMENDMENT TO CONTRACT
#01

The County of San Benito ("COUNTY") and CORPORATE TRANSLATION SERVICES, LLC. a Delaware limited liability company (dba Language Link) ("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 07/31/2022.

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.
[X] The term of the original contract (Exhibit 1) is extended from the current expiration date of 07/31/2023, to a new expiration date of 07/31/2025.

b. Scope of Services. (Check one.)
[X] The services specified in the original contract (Exhibit 1) are not modified.
[ ] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[ ] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

[ ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:
(Insert new services.)

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c. Payment Terms. (Check one.)

[X] The payment terms in the original contract (Exhibit 1) are not modified.

[ ] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[ ] The payment terms are modified only as specified below:

Modified or New Payment Terms:

[ ] The 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

[X] a total sum not to exceed $65,000.00,

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.

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.)

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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

DocuSigned by:
Dan Nelson
3E3B23A91C58470...

4/25/2023

Dan Nelson, President — Date

COUNTY

DocuSigned by:
Mindy Sotelo
BCAC4A983F63409...

5/09/2023

Mindy Sotelo, Chair of the Board of Supervisors — Date

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

March 31, 2023

Joel Ellinwood, Assistant County Counsel — Date

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EXHIBIT 1
TO AMENDMENT #1

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and CORPORATE TRANSLATION SERVICES, LLC, a Delaware limited liability company. (dba Language Link) ("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 31, 2022, and end on July 31, 2023, 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 per occurrence, $2,000,000 aggregate
(b) Professional liability insurance: $1,000,000 per occurrence, $2,000,000 aggregate
(c) Comprehensive motor vehicle liability insurance: $1,000,000 per occurrence

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.

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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: Joe Paul Gonzalez

Title: County Clerk-Auditor-Recorder

Address: 440 Fifth Street Room 206

Hollister, California 95023

Telephone No.: 831-636-4016

Fax No.: 831-636-2939

Contract Administrator for CONTRACTOR:

Name: Kimberly Paukert

Title: Proposals & Contracts Manager

Address: 701 NE 136th Ave., Suite 200

Vancouver, WA 98684

Telephone No.: 360-433-0440

Email.: contracts@language.link

SIGNATURES

APPROVED BY COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Date: 7/26/22

APPROVED BY CONTRACTOR:

Digitally signed by Alan Bloch
Date: 2022.07.11 16:00:11 -07'00'

Name: Alan Bloch

Title: Controller

Date: 7/8/2022

APPROVED AS TO LEGAL FORM:
Barbara J. Thompson, County Counsel

By: Joel Ellinwood

Title: Assistant County Counsel

Date: 7/26/22

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QUALITY ASSURANCE

LANGUAGE LINK

All **translation** projects undergo our comprehensive process of checks and reviews to ensure superior quality.

1 PROJECT REVIEW
The Project Manager (PM) scopes the project including timeline, file inventory, glossaries (if applicable), and final deliverables. The PM will reach out to you with any questions or points of clarification as needed.

2 TEMPLATE BUILDING/TRANSLATION PREPARATION
During the project review we will determine whether a template needs to be built for the translation phase. If necessary, our Design team will build it at this time.

3 GLOSSARY DEVELOPMENT
For large-scale projects, we recommend that a standard glossary be developed that translators, editors and our Quality Assurance team can reference while working with your material.

4 TRANSLATION
The PM places the source material for translation with an experienced translator, who is selected based on the content of the project and the translator's subject matter expertise. Language Link only utilizes translators who are native speakers of the target language.

5 EDITING
All initial translations are reviewed by a second, equally qualified native-speaking translator/editor to ensure the quality of the translation.

6 TRANSLATOR REVIEW
Once the editor has reviewed the initial translation, it is submitted back to the original translator to be finalized.

7 LINGUISTIC QUALITY ASSURANCE
All translations then undergo an intensive round of quality assurance that includes the following:
- Confirm that appropriate glossary terms were used (if applicable)
- Ensure consistent translation throughout the project
- Ensure language-specific conventions have been followed

8 FORMATTING
Our Design and Development team precisely formats each finalized translation to match the source material, while also being sensitive to the needs of your target audience.

9 FORMAT QUALITY ASSURANCE
The Quality Assurance team reviews all documents to ensure that:
- The layout matches the source language document
- The correct fonts have been used
- The headers and footers are consistent with the source language document
- Proper names are spelled correctly
- Page fidelity has been maintained as requested, and the text flows correctly
- Margins, graphics and positioning of text are correct and appropriate

10 FINAL CHECK/DELIVERY
The PM will gather all final deliverables, verifying that they meet all of your original specifications. The Project Manager will also ensure that the layout, page numbers, proper names and other details match the source document as you have requested.

800.208.2620 701 NE 136th Ave. Suite 200 Vancouver, WA 98684
sales@language.link | www.language.link
ISO 9001:2015

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Translation (per word)	SPANISH $.16
***	TRADITIONAL CHINESE $.21
***	TAGALOG $.23
***	VIETNAMESE $.23
Typesetting (per page)	$40
Edits (per page)	$.50
Booklets: Assembly/Proofing (per page)	$2.25
Desktop Publishing (per hour)	$45
All other services will be priced at time of request	***

END OF ATTACHMENT A

LANGUAGE LINK
701 NE 136th Ave • Suite 200 • Vancouver • WA • 98684 • www.language.link • 855.295.9177

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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.
[X] 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

[X] a total sum not to exceed **$20,000**,

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

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

[X] There are no additional terms of compensation.
[ ] The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B.

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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.

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(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.

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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-1 1. 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.

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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

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(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 contact, 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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.6

MEETING DATE: **05/09/2023**

DEPARTMENT: COUNTY COUNSEL

AGENDA ITEM PREPARER: Ekam Brar

DEPT HEAD/DIRECTOR: Barbara Thompson

SUBJECT:

COUNTY COUNSEL - B. THOMPSON
Approve Amendment #5 with Best, Best & Krieger LLP for legal services in the amount of $40,000.00 for work related to Public Records Act requests regarding the Strada Verde Innovation Park project by the Western Resources Law Center of Portland, Oregon.
SBC FILE NUMBER: 160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Counsel requests that the Board approve Amendment No. 5 to the contract with Best, Best & Krieger to complete the current pending extensive record requests regarding the Strada Verde Innovation Park proposal made by the Western Resources Law Center from Portland, Oregon being produced by BB&K. The production of many thousands of pages of documents, including email correspondence and texts involving past and current staff and members of the Board of Supervisors is almost complete, but still requires additional work to finish.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

No

CONTRACT NEEDED FOR THIS ITEM:

Yes

CONTRACT AND RFP HISTORY:

This is the 5th amendment to this contract. Current contract amount is $190,000.

LAST CONTRACT AMOUNT OR N/A:

$190,0000

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
This is the fifth amendment. Contract has been amended four times previously.

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

Yes

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

General Fund

UNFUNDED MANDATE:

No

SBC BUDGET LINE ITEM NUMBER:

101.25.1210.1000.619.210

CURRENT FY COST:

$40,000

STAFF RECOMMENDATION:

Approve Amendment No. 5 to legal services agreement with Best, Best & Krieger LLP for an amount not to exceed $40,000 for work related to a Public Records Act requests and authorize Chair to sign amendment.

BOARD ACTION RESULTS:

Approved amendment #5 per staff recommendation and amended the original contract language to "count" instead of "city". (5/0 vote)

ATTACHMENTS:
Amendment #5 Best, Best & Krieger LLP
Amendments 1-4 with Original Engagement
Fully Executed Amendment #5 BBK Contract - PRA

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AMENDMENT TO CONTRACT
#5

The County of San Benito ("COUNTY") and Best Best & Krieger LLP ("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 19, 2021.

b. Prior Amendments. (Check one.)
[ ] The initial contract previously has not been amended.
[X] The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 14, 2021, January 25, 2022, June 28, 2022, and December 16, 2022

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.)
[X] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[X] 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.)

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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.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

The original contract is hereby amended to add an additional $40,000.00 for a total contract amount not to exceed $230,000.00.

[ ] 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.)

[X] There are no additional terms of compensation.

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

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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

DocuSigned by:
Christine Wood
34D2CC45D1D64AF...

4/19/2023

Christine N. Wood — Date
Best Best & Krieger LLP

COUNTY

Mindy Sotelo — Date
Chair of the Board of Supervisors, San Benito County

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

04/18/2023

Ekam Brar — Date
Deputy County Counsel, San Benito County

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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.)

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AMENDMENT TO CONTRACT
#4

The County of San Benito ("COUNTY") and Best Best & Krieger LLP ("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 19, 2021.

b. Prior Amendments. (Check one.)
[ ] The initial contract previously has not been amended.
[X] The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 14, 2021, January 25, 2022, June 28, 2022

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.)
[X] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[X] 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.)

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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.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

The original contract is hereby amended to add an additional $40,000.00 for a total contract amount not to exceed $190.000.00.

[ ] 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.)

[X] There are no additional terms of compensation.

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

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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

DocuSigned by:
Christine Wood
34D2CC45D1D64AF...

12/1/2022

Christine N. Wood — Date
Best Best & Krieger LLP

COUNTY

DocuSigned by:
405A665FF53F40B...

12/16/2022

Ray Espinosa — Date
County Administrative Officer, San Benito County

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

DocuSigned by:
Barbara Thompson
8F73E30FC300415...

8/22/2022

Barbara Thompson — Date
County Counsel, San Benito County

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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.)

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AMENDMENT TO CONTRACT
#3

The County of San Benito ("COUNTY") and Best Best & Krieger LLP ("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 19, 2021.

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: December 14, 2021, January 25, 2022

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

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

a. Term of the Contract. (Check one.)
[✓] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[✓] The services specified in the original contract (Exhibit 1) are not modified.
[ ] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[ ] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:
(Insert modified or new services.)

[ ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:
(Insert new services.)

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

[ ] The payment terms in the original contract (Exhibit 1) are not modified.

[✓] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[✓] The payment terms are modified only as specified below:

Modified or New Payment Terms:

The original contract is hereby amended to add an additional $50,000 for a total contract amount not to exceed $150,000.00.

[ ] 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)

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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

DocuSigned by:
Christine Wood
34D2CC45D1D64AF...

6/24/2022

Christine N. Wood
Best Best & Krieger LLP

Date

COUNTY

Peter Hernandez

June 28, 2022

Peter Hernandez
Chair, Board of Supervisors

Date

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

DocuSigned by:
Barbara Thompson
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6/24/2022

Barbara Thompson
County Counsel, San Benito County

Date

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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.)

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AMENDMENT TO CONTRACT
#2

The County of San Benito ("COUNTY") and Best Best & Krieger LLP ("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 19, 2021.

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: December 14, 2021

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

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

a. Term of the Contract. (Check one.)
[✓] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[✓] The services specified in the original contract (Exhibit 1) are not modified.
[ ] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[ ] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:
(Insert modified or new services.)

[ ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:
(Insert new services.)

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

[ ] The payment terms in the original contract (Exhibit 1) are not modified.

[✓] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[✓] The payment terms are modified only as specified below:

Modified or New Payment Terms:

The original contract is hereby amended to add an additional $50,000 for a total contract amount not to exceed $100,000.

[ ] 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)

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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

DocuSigned by:
Christine Wood
34D2CC45D1D64AF...

1/19/2022

Christine N. Wood
Best Best & Krieger LLP

Date

COUNTY

1/25/22

Bea Gonzales
Chair, Board of Supervisors

Date

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

DocuSigned by:
Barbara Thompson
8F73E30FC300415...

1/19/2022

Barbara Thompson
County Counsel, San Benito County

Date

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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.)

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(949) 263-2600
Los Angeles
(213) 617-8100
Manhattan Beach
(310) 643-8448
Ontario
(909) 989-8584

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

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Phone: (213) 617-8100 | Fax: (213) 617-7480 | www.bbklaw.com

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Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Christine N. Wood
(213) 542-3861
Christine.Wood@bbklaw.com

December 14, 2021

Barbara Thompson
County of San Benito
Office of County Counsel
481 4th Street
Hollister, California 85023

Re: Engagement Letter – Advanced Records Center (Amended)

Dear Ms. Thompson,

Best Best & Krieger LLP is pleased to continue to represent the County of San Benito ("County"). This letter ("Revised Engagement Letter") constitutes an amendment to our original agreement, dated August 19, 2021 ("Original Engagement Letter"). Together, these agreements set forth the terms of our representation. If you agree to the terms set forth in this letter and in the Original Engagement Letter, please sign this letter and return the signed copy to us.

Specifically, through this Revised Engagement Letter, BB&K will do the following non-litigation tasks:

PRA Processing - Support the City in processing public records by:

- supporting the City Clerk's office by conducting a legal review of requests, crafting responses to requesters, and assisting staff in assessing whether exemptions apply;
- assisting the City Clerk's office on specific PRA requests, as needed;
- creating templates and procedures, as assigned;
- using processing and review software to efficiently treat and handle paper and electronic responsive records; and
- reviewing and redacting records, uncovering complex legal questions, and analyzing records for significance.

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Policy Drafting. Assist the City in updating PRA and other records-related policies to reflect industry standards and best practices:

Training. Provide the training for City staff and officials, including training on the PRA, electronic records, e-Discovery, and social media.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

The **PRA Processing** tasks identified above will be billed at $250 per hour, a blended rate for attorneys, paralegals, and municipal analysts, not to exceed $50,000. The **Training** provided by ARC staff would be provided at a flat rate of $800 plus expenses. The billing rates for others and the advanced deposit are described in the memorandum attached to this letter which is entitled "Best Best & Krieger LLP's Billing Policies." Since it binds both of us, please read the Billing Policies memorandum part of this agreement carefully.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing the County. Similarly, your County's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your firm.

Based on the assignments currently pending under the Original Engagement Letter, we have checked the following names against our client index: County of San Benito, Josh Disney, and Western Resources Legal Center. Based on that check, we can represent you as described above. Please review the list to see if any other persons or entities should be included. We request that you update this list for us if there are any changes in the further. We request that you update this list for us if there are any changes in the future.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately. We are also pleased to let you know that Best Best & Krieger LLP carries errors and

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omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

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THANK YOU

On a personal note, we are pleased the County has selected Best Best & Krieger LLP to continue to represent you. If you have any questions at any time about our services or billings, please do not hesitate to call me. As set forth, if this Revised Engagement Letter meets the County's approval, please sign, date, and return the fully executed agreement. An emailed pdf version will suffice.

Sincerely,

Christine N. Wood
Best Best & Krieger

AGREED AND ACCEPTED BY:

Signature: _____

Name: Edgar Nolasco

Title: Deputy CAO

Dated: 12/16/2021

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Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Christine N. Wood
(213) 542-3861
Christine.Wood@bbklaw.com

August 19, 2021

VIA ELECTRONIC MAIL

Barbara Thompson, County Counsel
County of San Benito
Office of County Counsel
481 4th Street
Hollister, California 95023
Email: bthompson@cosb.us

Re: Engagement Letter

Dear Ms. Thompson,

Best Best & Krieger LLP's ("BB&K") Advanced Records Center ("ARC") would be honored to represent the County of San Benito's Office of County Counsel ("County"). The following letter covers legal services related to processing requests for public records, pursuant to the California Public Records Act ("PRA").

BB&K is uniquely positioned to help the County with this scope of work. Not only has the firm been conducting business for 128 years, it has consistently provided clients with impeccable public records processing services and legal advice. Through ARC, BB&K combines its legal acumen and experience with cutting-edge technology to provide comprehensive and cost-effective support for records-related matters. Additionally, ARC has been instrumental in assisting law enforcement agencies in responding to requests for police personnel records. We look forward to bringing this knowledge and expertise to the County.

Specifically, BB&K will do the following:

Legal Advice. Provide specific advice and guidance on issues governed by the PRA.

PRA Processing - Support the Office of County Counsel in processing public records by:

- conducting a legal review of requests, crafting responses to requesters, and assisting staff in assessing whether exemptions apply;
- assisting the Office of County Counsel on specific PRA requests, as needed;
- creating templates and procedures, as assigned;

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- using processing and review software to efficiently treat and handle paper and electronic responsive records; and
- reviewing and redacting records, uncovering complex legal questions, and analyzing records for significance.

Policy Drafting. Assist the Office of County Counsel in updating PRA and other records-related policies to reflect industry standards and best practices:

Training. Provide the training for County staff and officials, including training on the PRA, electronic records, e-Discovery, and social media.

With the exception of the **Training** tasks described above, all other identified tasks will be billed at $250 per hour, a blended rate for attorneys, paralegals, and municipal analysts. The **Training** provided by ARC staff would be provided at a flat rate of $800 plus expenses. Please refer to the attached BB&K Billing Guidelines for additional terms related to services and expenses beyond these fees for professional legal services.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing your firm. Similarly, your firm's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your firm.

We have checked the following names against our client index: San Benito County; Lehotsky Keller Law Firm; and Western Resources Legal Center. Based on that check, we can represent you as described above. Please review the list to see if any other persons or entities should be included. We request that you update this list for us if there are any changes in the further. We request that you update this list for us if there are any changes in the future.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

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DocuSign Envelope ID: F65EA1C7-2550-4F02-AFE6-39BFE2B637CB

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected ARC to represent you in your PRA work. We look forward to a long and valued relationship with you and appreciate your

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confidence in selecting us to represent you in these legal services. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If the present correspondence meets the County's approval, please sign, date, and return the fully executed agreement. An emailed pdf version will suffice.

Sincerely,

CWood

Christine N. Wood
for BEST BEST & KRIEGER LLP

CNW

County shall authorize specific work to be performed by consultant. Initial consultation shall not exceed $1,000. Additional work may be authorized by email by County Counsel Barbara Thompson. Total Amount of this contract may not exceed $10,000 without further written authorization by the CAO or Board of Supervisors.

AGREED AND ACCEPTED BY:

Signature: Barbara Thompson

Name: Barbara Thompson

Title: County Counsel

Dated: August 19, 2021

09967.00000\34295563.1

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AMENDMENT TO CONTRACT
#5

The County of San Benito ("COUNTY") and Best Best & Krieger LLP ("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 19, 2021.

b. Prior Amendments. (Check one.)
[ ] The initial contract previously has not been amended.
[X] The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 14, 2021, January 25, 2022, June 28, 2022, and December 16, 2022

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.)
[X] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[ ] The services specified in the original contract (Exhibit 1) are not modified.
[X] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[X] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:
(Insert modified or new services.)

Where City is mentioned, this term shall mean "County of San Benito". Where the "City Clerk" is mentioned, this term shall mean "Clerk of the Board".

[ ] 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.)

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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.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

The original contract is hereby amended to add an additional $40,000.00 for a total contract amount not to exceed $230,000.00.

[ ] 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.)

[X] There are no additional terms of compensation.

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

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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

DocuSigned by:
Christine Wood
34D2CC45D1D64AF...

6/5/2023

Christine N. Wood — Date
Best Best & Krieger LLP

COUNTY

DocuSigned by:
BCAC4A983F63409...

5/09/2023

Mindy Sotelo — Date
Chair of the Board of Supervisors, San Benito County

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

04/18/2023

Ekam Brar — Date
Deputy County Counsel, San Benito County

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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.)

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.7

MEETING DATE: **05/09/2023**

DEPARTMENT: COUNTY COUNSEL

AGENDA ITEM PREPARER: Barbara Thompson

DEPT HEAD/DIRECTOR: Barbara Thompson

SUBJECT:

COUNTY COUNSEL - B. THOMPSON
Approve Amendment No. 1 with Colantuono, Highsmith & Whatley, PC in an additional amount of $18,720, for a new not-to-exceed amount of $68,720.00 for work related to an employment matter.
SBC FILE NUMBER: 160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The County of San Benito has an existing agreement for legal services from Colantuono, Highsmith & Whatley, PC. Colantuono, Highsmith & Whatley, PC is representing the County in a pending mediation.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

No

CONTRACT NEEDED FOR THIS ITEM:

Yes

CONTRACT AND RFP HISTORY:

The County of San Benito has an existing agreement for legal services from Colantuono, Highsmith & Whatley, PC. in the amount of $50,000 to represent a Department in an employment law matter.

Presently, the contract is being amended to add an additional amount of $18,720, which will be sufficient to carry this case through mediation.

LAST CONTRACT AMOUNT OR N/A:

$50,000

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
This is the first amendment of this contract.

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

Yes

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

General Fund

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

101.25.1210.1000.619.210

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Approve Amendment No. 1 to legal services agreement with Colantuono, Highsmith & Whatley, PC in the additional amount of $18,720.

BOARD ACTION RESULTS:

Approved Amendment No. 1 per staff recommendation.

ATTACHMENTS:
Amendment #1 Colantuono, Highsmith & Whatley, PC - Employee Arbitration Contract
Fully Executed Amendment #1 Colantuono, Highsmith & Whatley, PC Contract

DocuSign Envelope ID: DAD3DFD9-7B66-44E9-B62E-56C2E6B774AC

Employee arbitration

AMENDMENT TO CONTRACT
#___1___

The County of San Benito ("COUNTY") and Colantuono, Highsmith & Whatley, PC ("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 22, 2022.

b. Prior Amendments. (Check one.)
[X] 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.)
[X] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[X] The services specified in the original contract (Exhibit 1) are not modified.
[ ] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[ ] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

[ ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

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New Scope of Services:
(Insert new 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.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

The contract is hereby amended to add an additional sum of $18,720 at Contractor's standard billing rates ranging from $170/hour to $360/hour for legal representation, for a new not to exceed amount of $68,720.

[ ] 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 $_____.

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

[ ] There are no additional terms of compensation.

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

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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:

DocuSigned by:
Michael Colantuono
2DFD0B76110B4AA...

4/27/2023

Michael G. Colantuono, President Date

COUNTY:

Mindy Sotelo,
Chair, San Benito County Board of Supervisors

Date

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

DocuSigned by:
Barbara Thompson
8F73E30FC300415...

4/27/2023

Barbara Thompson, County Counsel

Date

DocuSign Envelope ID: DAD3DFD9-7B66-44E9-B62E-56C2E6B774AC

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.)

DocuSign Envelope ID: DAD3DFD9-7B66-44E9-B62E-56C2E6B774AC

C O N T R A C T

EMPLOYEE ARBITRATION

The COUNTY OF SAN BENITO ("COUNTY") and Colantuono, Highsmith & Whatley, PC ("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 22, 2022, and end on June 30, 2024, unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

(a) Comprehensive general liability insurance: $1,000,000.00

(b) Professional liability insurance: $1,000,000.00

(c) Comprehensive motor vehicle liability insurance: $1,000,000.00

6. Termination.

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

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

[✓] 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.

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8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Barbara Thompson

Title: County Counsel

Address: Office of the County Counsel
481 Fourth Street, 2nd Floor
Hollister, CA 95023

Telephone No.: (831) 636-4040

Fax No.: (831) 636-4044

Contract Administrator for CONTRACTOR:

Name: Michael Colantuono

Title: President

Address: 420 Sierra College Dr., Ste. 140
Grass Valley, CA 95945-5091

Telephone No.: (530) 432-7357

Fax No.: (530) 432-7356

SIGNATURES

APPROVED BY COUNTY:

DocuSigned by:
405A665FF53F40B...

Name: Ray Espinosa

County Administrative Officer, San Benito County

Date: 8/22/2022

APPROVED BY CONTRACTOR:

DocuSigned by:
Michael G. Colantuono
2DFD0B76110B4AA...

Name: Michael G. Colantuono

Title: President

Date: 8/23/2022

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

DocuSigned by:
Barbara Thompson
8F73E30FC300415...

By: Barbara Thompson, County Counsel

Date: 8/22/2022

DocuSign Envelope ID: DAD3DFD9-7B66-44E9-B62E-56C2E6B774AC

ATTACHMENT A
Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following services:

Representation and legal services regarding an appeal of an employee arbitration decision.

END OF ATTACHMENT A.

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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 $ 50,000.00 at CONTRACTOR'S standard billing rates capped at $360.00 per hour.

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

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

[✓] There are no additional terms of compensation.
[ ] The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B.

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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.

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(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.

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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-1 1. 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.

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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-1 5. SEVERABILITY.

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

C-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

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such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contact, 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

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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 Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA

Contractor shall comply with California Governor Newson's Executive Order N-6-22, (available online at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included any applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

END OF ATTACHMENT C.

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AMENDMENT TO CONTRACT
#___1___

The County of San Benito ("COUNTY") and Colantuono, Highsmith & Whatley, PC ("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 22, 2022.

b. Prior Amendments. (Check one.)
[X] 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.)
[X] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[X] The services specified in the original contract (Exhibit 1) are not modified.
[ ] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[ ] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

[ ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

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New Scope of Services:
(Insert new 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.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

The contract is hereby amended to add an additional sum of $18,720 at Contractor's standard billing rates ranging from $170/hour to $360/hour for legal representation, for a new not to exceed amount of $68,720.

[ ] 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 $_____.

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

[ ] There are no additional terms of compensation.

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

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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:

DocuSigned by:
Michael Colantuono
2DFD0B76110B4AA...

4/27/2023

Michael G. Colantuono, President — Date

COUNTY:

DocuSigned by:
Mindy Sotelo
BCAC4A983F63409...

5/09/2023

Mindy Sotelo, — Date
Chair, San Benito County Board of Supervisors

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

DocuSigned by:
Barbara Thompson
8F73E30FC300415...

4/27/2023

Barbara Thompson, County Counsel — Date

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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.)

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C O N T R A C T

EMPLOYEE ARBITRATION

The COUNTY OF SAN BENITO ("COUNTY") and Colantuono, Highsmith & Whatley, PC ("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 22, 2022, and end on June 30, 2024, unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

(a) Comprehensive general liability insurance: $1,000,000.00

(b) Professional liability insurance: $1,000,000.00

(c) Comprehensive motor vehicle liability insurance: $1,000,000.00

6. Termination.

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

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

[✓] 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.

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8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Barbara Thompson

Title: County Counsel

Address: Office of the County Counsel
481 Fourth Street, 2nd Floor
Hollister, CA 95023

Telephone No.: (831) 636-4040

Fax No.: (831) 636-4044

Contract Administrator for CONTRACTOR:

Name: Michael Colantuono

Title: President

Address: 420 Sierra College Dr., Ste. 140
Grass Valley, CA 95945-5091

Telephone No.: (530) 432-7357

Fax No.: (530) 432-7356

SIGNATURES

APPROVED BY COUNTY:

DocuSigned by:
405A665FF53F40B...

Name: Ray Espinosa

County Administrative Officer, San Benito County

Date: 8/22/2022

APPROVED BY CONTRACTOR:

DocuSigned by:
Michael G. Colantuono
2DFD0B76110B4AA...

Name: Michael G. Colantuono

Title: President

Date: 8/23/2022

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

DocuSigned by:
Barbara Thompson
8F73E30FC300415...

By: Barbara Thompson, County Counsel

Date: 8/22/2022

DocuSign Envelope ID: CBB2F0C0-647E-43D7-9C6B-AC39051EFC5F

ATTACHMENT A
Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following services:

Representation and legal services regarding an appeal of an employee arbitration decision.

END OF ATTACHMENT A.

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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 $ 50,000.00 at CONTRACTOR'S standard billing rates capped at $360.00 per hour.

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

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

[✓] There are no additional terms of compensation.
[ ] The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B.

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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.

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(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.

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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-1 1. 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.

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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-1 5. SEVERABILITY.

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

C-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

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such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contact, 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

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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 Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA

Contractor shall comply with California Governor Newson's Executive Order N-6-22, (available online at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included any applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

END OF ATTACHMENT C.

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.8

MEETING DATE: **05/09/2023**

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

AGENDA ITEM PREPARER: Yolanda Beltran

DEPT HEAD/DIRECTOR: Tracey Belton

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY- T. BELTON
Approve the Regional Equity and Recovery Partnerships (RERP) Agreement between the Workforce Development Boards of Santa Cruz, Monterey and San Benito Counties to provide workforce development services through a RERP grant of which San Benito County is allocated to receive $168,670.00 effective March 7, 2023 through October 31, 2025. Retroactive date is due to Health and Human Services receiving the documentation in the beginning of April 2023.
SBC FILE NUMBER: 939

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Workforce Innovation and Opportunity Act (WIOA) of 2014 mandated the identification of planning and service delivery regions comprised of local workforce development areas within a defined geographic region. In 2020, the California Workforce Development Board (CWDB) designated the local Workforce Development Boards (WDB) of Santa Cruz, Monterey, and San Benito counties as the “North Central Coast Regional Planning Unit” or “North Central Coast RPU,” one of the 15 regional planning units within California.
WIOA mandates that regional planning units engage in regional coordination resulting in the development of a regional plan, regional service delivery strategies, and regional administrative cost arrangements among its local areas. The North Central Coast RPU Entities desire to contract with one another to provide workforce development services through a $1,150,000 Regional Equity and Recovery Partnerships (RERP) grant provided by the State of California for the benefit of the residents of the North Central Coast RPU.

Through the RERP agreement between the WDBs of Santa Cruz, Monterey and San Benito Counties to provide workforce development services San Benito County is allocated to receive $168,670.00 effective March 7, 2023 through October 31, 2025. The retroactive date is due to Health and Human Services receiving the documentation in the beginning of April, 2023.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

No

CONTRACT NEEDED FOR THIS ITEM:

Yes

CONTRACT AND RFP HISTORY:

New contract - this is the first grant for this program.

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
New contract, this is the first grant for this program.

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

No

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

Yes

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

Yes

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

Non-general Fund

UNFUNDED MANDATE:

Yes

SBC BUDGET LINE ITEM NUMBER:

240.80.2555.2605

CURRENT FY COST:

$168,670.00

STAFF RECOMMENDATION:

BOS approval of the Regional Equity and Recovery Partnerships (RERP) Agreement between the WDBs of Santa Cruz, Monterey and San Benito Counties to provide workforce development services through a RERP grant of which San Benito County is allocated to receive $168,670.00 effective March 7, 2023 through October 31, 2025. (Retroactive date is due to Health and Human Services receiving the documentation in the beginning of April, 2023.) and BOS Chair signature on the agreement.

BOARD ACTION RESULTS:

Approved Agreement per staff recommendation.

ATTACHMENTS:
23-25 RERP Agreement with WDBs iv signed
BOS Signature Page RERP Agreement
Fully Executed 2023-25 RERP Agreement with WDBs with signatures

REGIONAL EQUITY AND RECOVERY PARTNERSHIPS AGREEMENT BETWEEN THE WORKFORCE DEVELOPMENT BOARDS OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES

This Agreement is made and entered into, effective the 7th day of March, 2023, by the Workforce Development Board of Santa Cruz County, hereinafter called "SCCWDB," the Workforce Development Board of San Benito County, hereinafter called "SBCWDB," and the Monterey County Workforce Development Board, hereinafter called "MCWDB," which are herein referred to collectively as the "North Central Coast Regional Planning Unit (RPU) Entities."

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014 mandated the identification of planning and service delivery regions comprised of local workforce development areas within a defined geographic region;

WHEREAS, in 2020, the California Workforce Development Board (CWDB) designated the local workforce development boards of Santa Cruz, Monterey, and San Benito counties as the "North Central Coast Regional Planning Unit" or "North Central Coast RPU," one of the 15 regional planning units within California;

WHEREAS, WIOA mandates that regional planning units engage in regional coordination resulting in the development of a regional plan, regional service delivery strategies, and regional administrative cost arrangements among its local areas;

WHEREAS, the North Central Coast RPU Entities desire to contract with one another to provide workforce development services through a $1,150,000 Regional Equity and Recovery Partnerships (RERP) grant provided by the State of California for the benefit of the residents of the North Central Coast RPU; and

WHEREAS, the North Central Coast RPU Entities desire to set forth herein the terms and conditions under which the regional workforce development services will be provided and reimbursements for the costs thereof shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **PURPOSE**
   The purpose of this Agreement is to set forth the responsibilities of the North Central Coast RPU Entities as they relate to regional workforce development activities and administration of grants from the CWDB. These activities and grants are generally funded pursuant to WIOA discretionary funding; however, the RERP is a State-funded grant and thus WIOA requirements are not applicable to the Agreement. This Agreement is intended to provide the framework for reimbursing the North Central Coast RPU Entities for the costs of regional RERP activities. MCWDB was designated by the CWDB as the fiscal agent for the North Central Coast RPU with the authority and obligation to administer regional coordination of WIOA, RERP, and other regional grants. These regional grants are intended to support regional alignment by creating a leadership

structure that improves coordination among Local Boards, fosters local workforce development system alignment to produce demand-driven skill attainment, and enhances regional sector partnerships. Coordination and alignment of the North Central Coast RPU leadership is also intended to connect the labor force supply side with targeted sectors by aligning innovative approaches to removing employment barriers.

2. TERM

This Agreement shall be effective retroactive to March 7, 2023, and terminates on October 31, 2025, unless sooner terminated as provided herein.

3. OPERATIONAL AND FISCAL PROVISIONS

As the fiscal agent for the North Central Coast RPU, the MCWDB has been awarded $1,150,000 of RERP funding for regional case management and training services to be allocated as follows:

RERP WDB Participant Goals:	**MCWDB**	**SCCWDB**	**SBCWDB**	**TOTALS**
Numbers to be Enrolled	49	49	23	121
Numbers to be Trained	42	32	16	90
RERP Amounts Allocated to WDBs:	**MCWDB**	**SCCWDB**	**SCCWDB**	**TOTALS**
Case Management @ $3,500 ea.	$ 171,500	$ 171,500	$ 80,500	$ 423,500
Training@ $4,500 ea.	$ 189,000	$ 144,000	$ 72,000	$ 405,000
Supportive Services	$ 6,400	$ 6,400	$ 3,200	$ 16,000
Certifications	$ 18,665	$ 14,000	$ 7,335	$ 40,000
Administration Funds	$ 97,365	$ 12,000	$ 5,635	$ 115,000
Subtotals	**$ 482,930**	**$ 347,900**	**$ 168,670**	**$ 999,500**
Staff Travel	$ 1,500			$ 1,500
Regional Meetings	$ 4,500			$ 4,500
Regional Organizer	$ 64,500			$ 64,500
RERP Admin. Amount to be Allocated to North Central Coast Region Community Colleges	$ 80,000			$ 80,000
Total RERP Allocations	**$ 633,430**	**$ 347,900**	**$168,670**	**$ 1,150,000**

RERP Community College Administrative Services Allocations	**Numbers to be Trained**	**Admin. $**
Hartnell College	10	$20,000
Monterey Peninsula College	32	$20,000
Cabrillo College	32	$20,000
Gavilan College	16	$20,000
Totals	**90**	**$80,000**

MCWDB will:

A. Coordinate and communicate on regional grant activities with the North Central Coast RPU Entities for purposes of regional project management.
B. Convene the North Central Coast RPU Entities for at least one (1) face-to-face meeting per quarter for a maximum of four (4) meetings per year.
C. Collaboratively develop funding applications, work plans, and budgets for CWDB projects that require a regional approach.
D. Provide oversight and guidance to the Regional Organizer for the North Central Coast RPU.
E. Allocate $80,000 in RERP administrative funding to the four (4) community college districts in the North Central Coast region.
F. Reimburse North Central Coast RPU Entities for all activities and services required herein as prescribed in Exhibits A-1 through A-4 and Exhibit B, specifically:

    1. Reimburse SCCWDB in the maximum amount of $347,900 for the workforce development activities and services described in Exhibit A-1, in accordance with the budget summary detailed in Exhibit B.
    2. Reimburse SBCWDB in the maximum amount of $168,670 for the workforce development activities and services described in Exhibit A-2, in accordance with the budget summary detailed in Exhibit B.

G. Retain a maximum amount of $456,065 for the workforce development activities and services described in Exhibit A-3, in accordance with the budget summary detailed in Exhibit B.
H. Retain a maximum amount of $97,365 for the fiscal agent activities and administrative costs described in Exhibit A-4, in accordance with the budget summary detailed in Exhibit B.
I. Track grant expenditures, prepare and submit reports to the CWDB, and monitor regional grant activities to ensure compliance with grant germs and conditions.

North Central Coast RPU Entities designated in this Agreement will:

A. Provide services as specified in the applicable Exhibits A-1 through A-4, in accordance with the budget summary specified in Exhibit B.
B. Conform to the nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38, as required pursuant to the CWDB's RERP agreement with MCWDB for the North Central Coast RPU Entities.
C. Use Exhibit C – Monthly Invoices for monthly reimbursement requests.

4. GENERAL PROVISIONS

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, regarding the subject matter of this Agreement. Any changes or modifications shall be accomplished only by a written amendment to the Agreement, executed by the duly authorized representatives of all parties.

5. NOTICES

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

SANTA CRUZ COUNTY
Andy Stone, Director
Santa Cruz County
Workforce Development Board
18 West Beach Street
Watsonville, CA 95076
Email:
Andy.Stone@santacruzcounty.us
(831) 763-8824

MONTEREY COUNTY
Christopher Donnelly, Executive Director
Monterey County
Workforce Development Board
344 Salinas Street, Suite 101
Salinas, CA 93901
Email:
DonnellyC@co.monterey.ca.us
(831) 759-6644

SAN BENITO COUNTY Enrique Arreola, Director
San Benito County
Workforce Development Board
1111 San Felipe Road, Suite107
Hollister, CA 95023
Email: EArreola@cosb.us
(831) 637-9293

6. INDEMNIFICATION AND INSURANCE

A. Indemnification

Each North Central Coast RPU Entity shall indemnify, defend, and hold harmless the MCWDB, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by North Central Coast RPU Entities and/or their agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the MCWDB. It is the intent of the parties to this agreement to provide the broadest possible coverage for the MCWDB. The North Central Coast RPU Entities shall reimburse the MCWDB for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the North Central Coast RPU Entities are obligated to indemnify, defend and hold harmless the MCWDB under this Agreement.

The MCWDB shall indemnify, defend, and hold harmless each North Central Coast RPU Entity, their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the MCWDB and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by a North Central Coast RPU Entity. It is the intent of the parties to this Agreement to provide the broadest possible coverage for each North Central Coast RPU Entity. The MCWDB shall reimburse each North Central Coast RPU Entity for all costs, attorney's fees, expenses and liabilities incurred with respect to any

litigation in which the MCWDB is obligated to indemnify, defend and hold harmless each North Central Coast RPU Entity under this Agreement.
The indemnification obligations established by this Agreement shall survive the termination of this Agreement. These indemnification obligations extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

B. Insurance

Evidence of Coverage**:** Prior to commencement of this Agreement, each party to this Agreement shall provide a "Certificate of Insurance" or letter of self-insurance certifying that coverage has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, each party upon request shall provide a certified copy of the policy or policies.

Each party shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement. North Central Coast RPU Entities shall send, without demand by the other parties to this Agreement, annual certificates as directed above. If the certificate is not received by the expiration date, the other parties to this agreement shall notify the North Central Coast RPU Entity which has a lapse in verification. That entity shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by any of the parties to maintain such insurance is a default of this Agreement, which entitles each of the remaining parties to this Agreement, at their sole discretion, to terminate this Agreement immediately.

7. CONSTRUCTION, SEVERABILITY, AND INTERPRETATION OF AGREEMENT

The North Central Coast RPU Entities agree that each party has fully participated in the review and drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

If any provision of this Agreement, or the application thereof to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

8. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

9. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Local Area Service Specifications:

   A-1. Service Specifications for SCCWDB
   A-2. Service Specifications for SBCWDB
   A-3. Service Specifications for MCWDB
   A-4. Service Specifications for MCWDB (fiscal agent)

2. Exhibit B – Project Budget Summary

3. Exhibit C – Monthly Invoice for RERP Services

4. Exhibit D – RERP Work Plan

5. Exhibit E – RERP Participant Plan

PER SIGNATURE, WE AGREE TO THE PROVISIONS OF THIS AGREEMENT.

Monterey County Board of Supervisors
Chief Elected Official
Monterey County Workforce Development Area

Chair, Monterey County Board of Supervisors	Date

Christopher Donnelly, Executive Director Monterey County Workforce Development Board	Date

Approved as to form:

Deputy County Counsel, Monterey County	Date

Santa Cruz County Board of Supervisors
Chief Elected Official
Santa Cruz County Workforce Development Area

Chair, Santa Cruz County Board of Supervisors	Date

Andy Stone, Director Santa Cruz County Workforce Development Board	Date

Approved as to form:

Deputy County Counsel, Santa Cruz County	Date

San Benito County Board of Supervisors
Chief Elected Official
San Benito County Workforce Development Area

Chair, San Benito County Board of Supervisors — Date

Enrique Arreola, Director — 4/28/23
San Benito County Workforce Development Board — Date

Approved as to form:

Deputy County Counsel, County of San Benito — 04/05/2023 — Date

EXHIBIT A-1

Regional Equity and Recovery Partnerships
Santa Cruz County Workforce Development Board
Regional Service Specifications
March 7, 2023 through October 31, 2025

The Santa Cruz County Workforce Development Board (SCCWDB) will provide workforce development services in support of the Regional Equity and Recovery Partnership (RERP) grant, as specified below.

A. For the **RERP Grant**, SCCWDB will:

1. Provide RERP grant administration services in an amount not to exceed $12,000.
2. Attend monthly partner meetings with other North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
3. Oversee contracted Goodwill Industries case managers using CalJOBS as the system of record to enroll forty-nine (49) participants representing one or more of the following target populations:

    a. English Language Learners;
    b. Homeless and Housing Insecure;
    c. Immigrants;
    d. Justice-Involved Individuals;
    e. People with Disabilities;
    f. Veterans;
    g. Out-of-School Youth;
    h. First Generation College Students;
    i. Low Income Households; and
    j. Dislocated Workers.

4. Oversee the provision of direct workforce development services and participant referrals to training services that may include some or all of the following:

    a. Outreach and recruitment;
    b. Intake;
    c. Co-enrollment in WIOA;
    d. Assessment of skill levels and interests;
    e. Career exploration;
    f. Job readiness, including prevocational skills training;
    g. Work experience;
    h. Occupational skills training;
    i. On-the-Job Training;
    j. Earn and learn services, including referrals to apprenticeships;
    k. Intensive career coaching (case management);
    l. Supportive Services; and
    m. Job placement.

5. Achieve the following RERP project goals for Site 1 in support of the State-approved RERP Participant Plan included and incorporated herein as Exhibit E:

Site 1 RERP Grant Outcomes	**Goal**
Individuals Enrolled	49
Individuals Trained	34
Individuals Completing Training	24
Attained Industry Recognized Certificate or Credential	29
Career Advancement – Promotion in Employment (Incumbent Workers)	19
Employment (New Employees)	24
Industry/Sector Employment	20
State-Approved Apprenticeship	1

EXHIBIT A-2

Regional Equity and Recovery Partnerships
San Benito County Workforce Development Board
Regional Service Specifications
March 7, 2023 through October 31, 2025

The San Benito County Workforce Development Board (SBCWDB) will provide workforce development services in support of the Regional Equity and Recovery Partnership (RERP) grant, as specified below.

A. For the **RERP Grant**, SBCWDB will:

1. Provide RERP grant administration services in an amount not to exceed $5,635.
2. Attend monthly partner meetings with other North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
3. Oversee contracted San Benito County Health and Human Services case managers using CalJOBS as the system of record to enroll twenty-three (23) participants representing one or more of the following target populations:

    a. English Language Learners;
    b. Homeless and Housing Insecure;
    c. Immigrants;
    d. Justice-Involved Individuals;
    e. People with Disabilities;
    f. Veterans;
    g. Out-of-School Youth;
    h. First Generation College Students;
    i. Low Income Households; and
    j. Dislocated Workers.

4. Oversee the provision of direct workforce development services and referrals to training services to enrolled RERP participants that may include some or all of the following:

    a. Outreach and recruitment;
    b. Intake;
    c. Co-enrollment in WIOA;
    d. Assessment of skill levels and interests;
    e. Career exploration;
    f. Job readiness, including prevocational skills training;
    g. Work experience;
    h. Occupational skills training;
    i. On-the-Job Training;
    j. Earn and learn services, including referrals to apprenticeships;
    k. Intensive career coaching (case management);
    l. Supportive Services; and
    m. Job placement.

5. Achieve the following RERP project goals for Site 2 in support of the State-approved RERP Participant Plan included and incorporated herein as Exhibit E:

Site 2 RERP Grant Outcomes	**Goal**
Individuals Enrolled	23
Individuals Trained	16
Individuals Completing Training	11
Attained Industry Recognized Certificate or Credential	11
Career Advancement – Promotion in Employment (Incumbent Workers)	8
Employment (New Employees)	9
Industry/Sector Employment	5
State-Approved Apprenticeship	1

EXHIBIT A-3

Regional Equity and Recovery Partnerships
Monterey County Workforce Development Board
Regional Service Specifications
March 7, 2023 through October 31, 2025

The Monterey County Workforce Development Board (MCWDB) will provide workforce development services in support of the Regional Equity and Recovery Partnership (RERP) grant, as specified below.

A. For the **RERP Grant**, MCWDB will:

1. Convene and attend monthly partner meetings with other North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
2. Oversee contracted Turning Point of Central California's case managers using CalJOBS as the system of record to enroll ten (10) participants representing one or more of the following target populations:

    a. English Language Learners;
    b. Homeless and Housing Insecure;
    c. Immigrants;
    d. Justice-Involved Individuals;
    e. People with Disabilities;
    f. Veterans;
    g. Out-of-School Youth;
    h. First Generation College Students;
    i. Low Income Households; and
    j. Dislocated Workers.

3. Oversee the provision of direct workforce development services and referrals to training services to enrolled RERP participants that may include some or all of the following:

    a. Outreach and recruitment;
    b. Intake;
    c. Co-enrollment in WIOA;
    d. Assessment of skill levels and interests;
    e. Career exploration;
    f. Job readiness, including prevocational skills training;
    g. Work experience;
    h. Occupational skills training;
    i. On-the-Job Training;
    j. Earn and learn services, including referrals to apprenticeships;
    k. Intensive career coaching (case management);
    l. Supportive Services; and
    m. Job placement.

4. Achieve the following RERP project goals for Sites 3 and 4 in support of the State-approved RERP Participant Plan included and incorporated herein as Exhibit E:

Site 1 RERP Grant Outcomes	**Goal**
Individuals Enrolled	49
Individuals Trained	37
Individuals Completing Training	25
Attained Industry Recognized Certificate or Credential	24
Career Advancement – Promotion in Employment (Incumbent Workers)	4
Employment (New Employees)	29
Industry/Sector Employment	21
State-Approved Apprenticeship	1

EXHIBIT A-4

Regional Equity and Recovery Partnerships
Monterey County Workforce Development Board
Regional Service Specifications: Fiscal Agent and Administration
March 7, 2023 through October 31, 2025

The Monterey County Workforce Development Board (MCWDB) will provide fiscal agent and administrative services in support of the North Central Coast RPU's RERP activities, as specified below:

1. Provide RERP grant administrative and performance oversight services in an amount not to exceed $97,365.
2. Convene and attend monthly partner meetings with North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
3. Act as fiscal agent for RERP funds, including accepting funds; allocating funds as directed by regional agreement; ensuring that all Local Workforce Area (LWA) subrecipients in the RPU who receive funding agree to report all regional expenditures; and completing fiscal and programmatic reporting.
4. Compile and submit reports of activities, expenditures, status of cash and closeout information by specific dates as prescribed by the State.
5. Report RERP expenditures to the CWDB, process North Central Coast RPU Entity(s) reimbursement requests, and track grant funds and expenditures.
6. Review all invoices and reports received from North Central Coast RPU Entities, verify compliance with grant requirements and this Agreement, and forward all invoices for reimbursement to the Fiscal Office of the MCWDB for payment.

EXHIBIT B

Project Budget Summary
Regional Equity and Recovery Partnerships
March 7, 2023 through October 31, 2025

RERP Amounts Allocated to WDBs:	MCWDB	SCCWDB	SCCWDB	TOTALS
Case Management @ $3,500 ea.	$ 171,500	$ 171,500	$ 80,500	$ 423,500
Training@ $4,500 ea.	$ 189,000	$ 144,000	$ 72,000	$ 405,000
Supportive Services	$ 6,400	$ 6,400	$ 3,200	$ 16,000
Certifications	$ 18,665	$ 14,000	$ 7,335	$ 40,000
Administration Funds	$ 97,365	$ 12,000	$ 5,635	$ 115,000
Subtotals	**$ 482,930**	**$ 347,900**	**$ 168,670**	**$ 999,500**
Staff Travel	$ 1,500			$ 1,500
Regional Meetings	$ 4,500			$ 4,500
Regional Organizer	$ 64,500			$ 64,500
RERP Admin. Amount to be Allocated to North Central Coast Region Community Colleges	$ 80,000			$ 80,000
Total RERP Allocations	**$ 633,430**	**$ 347,900**	**$168,670**	**$ 1,150,000**

EXHIBIT C

Sample Invoice
Regional Equity and Recovery Partnerships
March 7, 2023 through October 31, 2025

Sample Invoice

Regional Equity and Recovery Partnerships 2023-25

Monterey County Workforce Development Board

c/o Fiscal Manager
344 Salinas St., Ste. 101

Salinas, CA 93901

Invoice #: 100

Date:

Expenditure for the month of: Jul-23

Agency:
Name of Agency here
Address of agency here
City, State, Zip code

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
A. Salaries and Fringe Benefits					
Case Manager Salaries	$0.00	$0.00	$0.00	$0.00	0%
Case Manager Fringe Benefits	$0.00	$0.00	$0.00	$0.00	0%
B. Other Operating					
Other (Specify)	$0.00	$0.00	$0.00	$0.00	0%
C. Direct Participant Costs					
Training	$0.00	$0.00	$0.00	$0.00	0%
Supportive Services	$0.00	$0.00	$0.00	$0.00	0%
Certifications	$0.00	$0.00	$0.00	$0.00	0%
Subtotal Direct Participant Costs	$0.00	$0.00	$0.00	$0.00	0%
D. Indirect Costs/Administration	$0.00	$0.00	$0.00	$0.00	0%
TOTAL BUDGET	$0.00	$0.00	$0.00	$0.00	0%

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

EXHIBIT D

WORK PLAN

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 1: Finalize any Agreements with Santa Cruz County WDB and Cabrillo College so course enrollments can begin for semester starting in January 2023.	12/31/2022
Site 1: Regionwide meeting with all stakeholders to review any questions/concerns prior to January roll-out of project.	12/31/2022
Site 1: Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 1: Enroll and implement 1st cohort of classes at Cabrillo College.	3/31/2023
Site 1: Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2022
Quarter 3: April 1, 2023 - June 30, 2023	
Site 1: Visit site with participants enrolled.	6/30/2023
Site 1: Hold Stakeholders meeting to gain understanding of progress in course selections.	6/30/2023
Site 1: Discuss quarter end accomplishment expectations.	6/30/2023
Site 1: Hold Zoom meeting with Service Provider, review CalJOBs to determine where technical assistance may be needed.	6/30/2023
Site 1: MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	
Site 1: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda.	9/30/2023
Site 1: Cohorts for Fall classes promoted.	9/30/2023
Site 1: Begin courses in Qtr 4 for IT Institute (7/5/23).	9/30/2023
Site 1: Enrollment to cohorts and with Service Providers for CalJOBs tracking.	9/30/2023
Site 1: MIS to run reports for Quarter 3.	9/30/2023

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 1: Quarterly reporting completed for Quarter 3.	9/30/2023
Site 1: Monitor of Service Provider to ensure data entry accuracy in CalJOBs.	9/30/2023
Quarter 5: October 1, 2023 - December 31, 2023	
Site 1: Course curriculum to continue this quarter.	12/31/2023
Site 1: MIS to run reports for Quarter 4 and to provide Administration information on all data entry to date.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
Site 1: Another round of IT Institute (1/31/24) and Phlebotomy (1/22/24) for students desirious of learning skills through Cabrillo.	3/31/2023
Site 1: Fiscal Agent to monitor program service provider to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024.	3/31/2023
Site 1: Internal Audit of fiscal/Admin files to ensure all expenditures to date are accounted for.	3/31/2023
Site 1: MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 1: Visit all sites with participants enrolled.	6/30/2024
Site 1: Hold Stakeholders meeting to determine progress in course selections.	6/30/2024
Site 1: Discuss quarter end accomplishment expectations.	6/30/2024
Site 1: Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed.	6/30/2024
Site 1: MIS to run reports for Quarter 6.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	
Site 1: No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall.	9/30/2024
Site 1: Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Cabrillo College may need to add based on continued Industry needs.	9/30/2024

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 1: Outreach to service provider to ensure they are up to date with data entries, offer technical assistance where requested.	9/30/2024
Site 1: MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	
Site 1: Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed.	12/31/2024
Site 1: MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 1: to hold IT Institute 11 week course 2/1/2025 in Q10 with up to 15 participants should there be interest from students and Industry.	3/31/2025
Site 1: MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Prepare **Site 1** for grant ending September 30, 2025.	6/30/2025
Site 1: Fiscal Agent to hold meetings with Cabrillo site for any additional technical assistance as grant winds down.	6/30/2025
Site 1: Fiscal Agent to hold meetings with all service providers to ensure all data entry to CalJOBs is up to date and accurate.	6/30/2025
Site 1: Technical Assistance available for any participants to grant.	6/30/2025
Site 1: MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	
Site 1: Close out of all participants not previously closed out and in follow-up services.	9/30/2025
Site 1: Final monitoring of service provider CalJOBs data entry enrollments,	9/30/2025
Site 1: Audit of financials to ensure all invoicing and leverage/match is	9/30/2025
Site 1: Final close-out	9/30/2025

WORK PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 2: Finalize any Agreements with San Benito County WDB and Gavilan College so course enrollments can begin for semester starting in January 2023. **Site 2:** Regionwide meeting with all stakeholders to review any questions/concerns prior to January roll-out of project. **Site 2:** Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 2: Enroll and implement 1st cohort of classes with Gavilan College. **Site 2:** Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2023
Quarter 3: April 1, 2023 - June 30, 2023	
Site 2: Visit all sites with participants enrolled. **Site 2:** Hold Stakeholders meeting to gain understanding of progress in course selections. **Site 2:** Discuss quarter end accomplishment expectations. **Site 2:** Gavilan will offer accelerated Medical Assisting curriculum with 144 hours of instruction and 120 hours of internship beginning 6.11.23 through 10.29.23 for up to 10 participants. **Site 2:** Hold Zoom meetings with Service Providers, review CalJOBs to determine where technical assistance may be needed. **Site 2:** MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	

WORK PLAN
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Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 2: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda. **Site 2** to hold Welding, Phlebotomy and Cyber Security curriculum for up to 15 participants (5 per curriculum). **Site 2:** Enrollment to cohorts and with Service Providers for CalJOBs tracking. **Site 2:** MIS to run reports for Quarter 3. Quarterly reporting completed for Quarter 3. **Site 2:** Monitor of Service Providers to ensure data entry accuracy in CalJOBs.	9/30/2023
Quarter 5: October 1, 2023 - December 31, 2023	
Site 2: MIS to run reports for Quarter 4.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
Site 2: Fiscal Agent to monitor program service providers to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024. **Site 2:** Internal Audit of Fiscal/Admin files to ensure all expenditures to date are accounted for. **Site 2:** MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 2: Visit site with participants enrolled. **Site 2:** Hold Stakeholders meeting to determine progress in course selections. **Site 2:** Discuss quarter end accomplishment expectations. **Site 2:** Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall. Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Gavilan College may need to add based on continued Industry needs. Outreach to service provider to ensure they are up to date with data entries, offer technical assistance where requested. MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	
Site 2: Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed. **Site 2:** MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 2: To offer Welding and Cyber Security in Q10 beginning 1.29.25 through 5.29.25 for up to 5 individuals (or more dependent on prior successful enrollments/completions). **Site 2:** MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Prepare **Site 2** for grant ending September 30, 2025. **Site 2:** Fiscal Agent to hold meetings with site for any additional technical assistance as grant winds down. **Site 2:** Fiscal Agent to hold meetings with all service providers to ensure all data entry to CalJOBs is up to date and accurate. **Site 2:** Technical Assistance available for any participants to grant. **Site 2:** MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 2: Close out of all participants not previously closed out and in follow-up services. **Site 2:** Final monitoring of service providers CalJOBs data entry enrollments, actiities and follow-up services. **Site 2:** Audit of financials to ensure all invoicing and leverage/match is submitted prior to grant term. **Site 2:** Final close-out documnts requirements sent to all paticipating in project so Fiscal/Admin can begin work on close-out documents. **Site 2:** MIS to run final reports for grant close-out.	9/30/2025

WORK PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 3: Finalize any Agreements with Hartnell College in Monterey County and Project operators so course enrollments can begin for semester starting in January 2023. **Site 3:** Regionwide meeting with all stakeholders to review any questions/concerns prior to January roll-out of project. **Site 3:** Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 3: Enroll and implement 1st cohort of classes with Hartnell College. **Site 3:** Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2023
Quarter 3: April 1, 2023 - June 30, 2023	
Site 3: Visit site with participants enrolled. **Site 3:** Hold Stakeholders meeting to gain understanding of progress in course selections. **Site 3:** Discuss quarter end accomplishment expectations. **Site 3:** Hold Zoom meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed. **Site 3:** MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	
Site 3: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda. **Site 3:** Cohorts for Fall classes promoted. Site 3 to begin courses in Qtr 4 for IT Institute (7/5/23). **Site 3:** Enrollment to cohorts and with Service Providers for CalJOBs tracking. Quarterly reporting completed for Quarter 3. **Site 3:** Monitor of Service Providers to ensure data entry accuracy in CalJOBs.	9/30/2023

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 5: October 1, 2023 - December 31, 2023	
Site 3 will offer Welding and Mechatronics during this quarter with up to 10 participants going through CE training (8/28/23). **Site 3:** MIS to run reports for Quarter 4.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
New cohort to begin for Spring 2024 in **Site 3:** Welding and Mechatronics. **Site 3:** Fiscal Agent to monitor program service providers to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024. **Site 3:** Internal Audit of fiscal/Admin files to ensure all expenditures to date are accounted for. **Site 3:** MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 3: Visit all sites with participants enrolled. **Site 3:** Hold Stakeholders meeting to determine progress in course selections. **Site 3:** Discuss quarter end accomplishment expectations. **Site 3:** Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed. **Site 3:** MIS to run reports for Quarter 6.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	
Site 3: No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall. **Site 3:** Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Community Colleges may need to add based on continued Industry needs. Outreach to service providers across region to ensure they are up to date with data entries, offer technical assistance where requested. **Site 3:** MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed. MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 3: No new enrollments this quarter. **Site 3:** MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Site 3: Prepare Site Site 3 for grant ending September 30, 2025. **Site 3:** Fiscal Agent to hold meetings for any additional technical assistance as grant winds down. **Site 3:** Fiscal Agent to hold meetings with service providers to ensure all data entry to CalJOBs is up to date and accurate. **Site 3:** Technical Assistance available for any participants to grant. **Site 3:** MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	
Site 3: Close out of all participants not previously closed out and in follow-up services. **Site 3:** Final monitoring of service providers CalJOBs data entry enrollments, actiities and follow-up services. **Site 3:** Audit of financials to ensure all invoicing and leverage/match is submitted prior to grant term. **Site 3:** Final close-out documnts requirements sent to all paticipating in project so Fiscal/Admin can begin work on close-out documents. **Site 3:** MIS to run final reports for grant close-out.	9/30/2025

WORK PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 4: Finalize any Agreements with Monterey Peninsula College and Project operators so course enrollments can begin for semester starting in January 2023. **Site 4:** Meeting with stakeholders to review any questions/concerns prior to January roll-out of project. **Site 4:** Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 4: Enroll and implement 1st cohort of classes across region with all 4 Colleges including Cabrillo, Gavilan, Hartnell and Monterey Peninsula College. **Site 4:** Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2023
Quarter 3: April 1, 2023 - June 30, 2023	
Site 4: Visit all sites with participants enrolled. **Site 4:** Hold Stakeholders meeting to gain understanding of progress in course selections. **Site 4:** Discuss quarter end accomplishment expectations. **Site 4:** Hold Zoom meetings with Service Providers, review CalJOBs to determine where technical assistance may be needed. **Site 4:** MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 4: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda. **Site 4:** Enrollment to cohorts and with Service Providers for CalJOBs tracking. **Site 4:** MIS to run reports for Quarter 3. Quarterly reporting completed for Quarter 3. **Site 4:** Monitor of Service Providers to ensure data entry accuracy in CalJOBs.	9/30/2023
Quarter 5: October 1, 2023 - December 31, 2023	
Site 4 will offer Culinary/Baking & Pastry curricula in this quarter (10/10/23). **Site 4:** Anticipated 10-15 particicpants for this curriculum. **Site 4:** MIS to run reports for Quarter 4.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
Site 4: Site will offer Community Health Worker curricula in this quarter. **Site 4:** Fiscal Agent to monitor program service providers to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024. **Site 4:** Internal Audit of fiscal/Admin files to ensure all expenditures to date are accounted for. **Site 4:** MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 4: Visit site with participants enrolled. Site 4: Hold Stakeholders meeting to determine progress in course selections. **Site 4:** Discuss quarter end accomplishment expectations. **Site 4:** Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed. **Site 4:** MIS to run reports for Quarter 6.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 4: No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall. **Site 4:** Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Community Colleges may need to add based on continued Industry needs. **Site 4:** Outreach to service providers across region to ensure they are up to date with data entries, offer technical assistance where requested. **Site 4:** MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	
Site 4: Forestry Corps Training Program start up 10/1/24 for 20 weeks. Anticipate up to 15 students. This is in high demand by Industry so anticipate enrollments will come from all 3 counties in region. **Site 4:** Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed. **Site 4:** MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 4: Continued course curricula in Culinary/Baking & Pastry and Community Health Worker this quarter. **Site 4:** MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Prepare **Site 4** for grant ending September 30, 2025. **Site 4:** Fiscal Agent to hold meetings for any additional technical assistance as grant winds down. **Site 4:** Fiscal Agent to hold meetings with all service providers to ensure all data entry to CalJOBs is up to date and accurate. **Site 4:** Technical Assistance available for any participants to grant. **Site 4:** MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 4: Close out of all participants not previously closed out and in follow-up services. **Site 4:** Final monitoring of service providers CalJOBs data entry enrollments, actiities and follow-up services. **Site 4:** Audit of financials to ensure all invoicing and leverage/match is submitted prior to grant term. **Site 4:** Final close-out documnts requirements sent to all paticipating in project so Fiscal/Admin can begin work on close-out documents. **Site 4:** MIS to run final reports for grant close-out.	9/30/2025

EXHIBIT E
PARTICIPANT PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

For RPUs with less than five Local Boards - include the totals for entire project. Breakdowns will be captured on other exhibits.

For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, then the amounts should only include your totals (not the whole project for the RPU).

	Q1 12/2022 (1 month)	Q2 1/1/23 - 3/31/23	Q3 4/1/23 - 6/30/23	Q4 7/1/23 - 9/30/23	Q5 10/1/23 - 12/31/23	Q6 1/1/24 - 3/31/24	Q7 4/1/24 - 6/30/24	Q8 7/1/24 - 9/30/24	Q9 10/1/24 - 12/31/24	Q10 1/1/25 - 3/31/25	Q11 4/1/25 - 6/30/25	Q12 7/1/25 - 9/30/25	**TOTALS**
Participants to be Served													
Individuals Enrolled	**0**	**40**	**40**	**60**	**60**	**105**	**105**	**115**	**115**	**121**	**121**	**121**	**121**
Training													
Enrolled in Training	0	28	28	39	39	56	56	70	70	70	87	87	**87**
Completed Training	0	0	0	21	21	21	42	42	50	50	60	60	**60**
Attained Industry-Identified Certificate or Credential	0	0	0	15	15	21	21	43	43	54	54	64	**64**
Placement													
Postsecondary Education	**0**	**0**	**0**	**0**	**2**	**4**	**4**	**4**	**4**	**7**	**7**	**10**	**10**
State-Approved Apprenticeship	**0**	**0**	**0**	**0**	**1**	**1**	**2**	**2**	**2**	**2**	**2**	**3**	**3**
Career Advancement - Promotion in Employment (Incumbent Workers)	0	0	0	5	5	5	12	12	24	24	31	31	31
Employment (New Employees) Add breakdown below	**0**	**0**	**0**	**15**	**15**	**15**	**27**	**27**	**40**	**50**	**50**	**62**	**62**
Industry/Sector New Employment (placed in industry trained for)	0	0	0	14	14	14	21	21	35	35	39	46	46
Non-Industry/Sector New Employment (Other)	0	0	0	1	1	4	5	6	6	7	7	8	8

San Benito County Board of Supervisors
Chief Elected Official
San Benito County Workforce Development Area

Chair, San Benito County Board of Supervisors	Date
	4/28/23
Enrique Arreola, Director San Benito County Workforce Development Board	Date

Approved as to form:

	04/05/2023
Deputy County Counsel, County of San Benito	Date

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16309
a. Ratify and authorize the Executive Director of the Monterey County Workforce Development Board and the Chair of the Board of Supervisors to sign a retroactive Agreement in an amount not to exceed $999,500 between the Monterey County Workforce Development Board (MCWDB), the Santa Cruz County Workforce Development Board (SCCWDB), and the San Benito County Workforce Development Board (SBCWDB) for provision of Regional Equity and Recovery Partnerships program and grant oversight services for the period from March 7, 2023 through October 31, 2025; and
b. Approve and authorize the Executive Director of the MCWDB to sign up to three (3) amendments to the Agreement, subject to County Counsel review, so long as the amendments do not exceed 10% ($99,950) and do not substantially change the scope of work or terms of the Agreement.

PASSED AND ADOPTED on this 16th day of May 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 16, 2023.

Dated: May 22, 2023
File ID: 23-354
Agenda Item No.: 43

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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REGIONAL EQUITY AND RECOVERY PARTNERSHIPS AGREEMENT BETWEEN THE WORKFORCE DEVELOPMENT BOARDS OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES

This Agreement is made and entered into, effective the 7th day of March, 2023, by the Workforce Development Board of Santa Cruz County, hereinafter called "SCCWDB," the Workforce Development Board of San Benito County, hereinafter called "SBCWDB," and the Monterey County Workforce Development Board, hereinafter called "MCWDB," which are herein referred to collectively as the "North Central Coast Regional Planning Unit (RPU) Entities."

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014 mandated the identification of planning and service delivery regions comprised of local workforce development areas within a defined geographic region;

WHEREAS, in 2020, the California Workforce Development Board (CWDB) designated the local workforce development boards of Santa Cruz, Monterey, and San Benito counties as the "North Central Coast Regional Planning Unit" or "North Central Coast RPU," one of the 15 regional planning units within California;

WHEREAS, WIOA mandates that regional planning units engage in regional coordination resulting in the development of a regional plan, regional service delivery strategies, and regional administrative cost arrangements among its local areas;

WHEREAS, the North Central Coast RPU Entities desire to contract with one another to provide workforce development services through a $1,150,000 Regional Equity and Recovery Partnerships (RERP) grant provided by the State of California for the benefit of the residents of the North Central Coast RPU; and

WHEREAS, the North Central Coast RPU Entities desire to set forth herein the terms and conditions under which the regional workforce development services will be provided and reimbursements for the costs thereof shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **PURPOSE**
   The purpose of this Agreement is to set forth the responsibilities of the North Central Coast RPU Entities as they relate to regional workforce development activities and administration of grants from the CWDB. These activities and grants are generally funded pursuant to WIOA discretionary funding; however, the RERP is a State-funded grant and thus WIOA requirements are not applicable to the Agreement. This Agreement is intended to provide the framework for reimbursing the North Central Coast RPU Entities for the costs of regional RERP activities. MCWDB was designated by the CWDB as the fiscal agent for the North Central Coast RPU with the authority and obligation to administer regional coordination of WIOA, RERP, and other regional grants. These regional grants are intended to support regional alignment by creating a leadership

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structure that improves coordination among Local Boards, fosters local workforce development system alignment to produce demand-driven skill attainment, and enhances regional sector partnerships. Coordination and alignment of the North Central Coast RPU leadership is also intended to connect the labor force supply side with targeted sectors by aligning innovative approaches to removing employment barriers.

2. TERM

This Agreement shall be effective retroactive to March 7, 2023, and terminates on October 31, 2025, unless sooner terminated as provided herein.

3. OPERATIONAL AND FISCAL PROVISIONS

As the fiscal agent for the North Central Coast RPU, the MCWDB has been awarded $1,150,000 of RERP funding for regional case management and training services to be allocated as follows:

RERP WDB Participant Goals:	**MCWDB**	**SCCWDB**	**SBCWDB**	**TOTALS**
Numbers to be Enrolled	49	49	23	121
Numbers to be Trained	42	32	16	90
RERP Amounts Allocated to WDBs:	**MCWDB**	**SCCWDB**	**SBCWDB**	**TOTALS**
Case Management @ $3,500 ea.	$ 171,500	$ 171,500	$ 80,500	$ 423,500
Training@ $4,500 ea.	$ 189,000	$ 144,000	$ 72,000	$ 405,000
Supportive Services	$ 6,400	$ 6,400	$ 3,200	$ 16,000
Certifications	$ 18,665	$ 14,000	$ 7,335	$ 40,000
Administration Funds	$ 97,365	$ 12,000	$ 5,635	$ 115,000
Subtotals	**$ 482,930**	**$ 347,900**	**$ 168,670**	**$ 999,500**
Staff Travel	$ 1,500			$ 1,500
Regional Meetings	$ 4,500			$ 4,500
Regional Organizer	$ 64,500			$ 64,500
RERP Admin. Amount to be Allocated to North Central Coast Region Community Colleges	$ 80,000			$ 80,000
Total RERP Allocations	**$ 633,430**	**$ 347,900**	**$168,670**	**$ 1,150,000**

RERP Community College Administrative Services Allocations	**Numbers to be Trained**	**Admin. $**
Hartnell College	10	$20,000
Monterey Peninsula College	32	$20,000
Cabrillo College	32	$20,000
Gavilan College	16	$20,000
Totals	**90**	**$80,000**

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MCWDB will:

A. Coordinate and communicate on regional grant activities with the North Central Coast RPU Entities for purposes of regional project management.
B. Convene the North Central Coast RPU Entities for at least one (1) face-to-face meeting per quarter for a maximum of four (4) meetings per year.
C. Collaboratively develop funding applications, work plans, and budgets for CWDB projects that require a regional approach.
D. Provide oversight and guidance to the Regional Organizer for the North Central Coast RPU.
E. Allocate $80,000 in RERP administrative funding to the four (4) community college districts in the North Central Coast region.
F. Reimburse North Central Coast RPU Entities for all activities and services required herein as prescribed in Exhibits A-1 through A-4 and Exhibit B, specifically:

    1. Reimburse SCCWDB in the maximum amount of $347,900 for the workforce development activities and services described in Exhibit A-1, in accordance with the budget summary detailed in Exhibit B.
    2. Reimburse SBCWDB in the maximum amount of $168,670 for the workforce development activities and services described in Exhibit A-2, in accordance with the budget summary detailed in Exhibit B.

G. Retain a maximum amount of $456,065 for the workforce development activities and services described in Exhibit A-3, in accordance with the budget summary detailed in Exhibit B.
H. Retain a maximum amount of $97,365 for the fiscal agent activities and administrative costs described in Exhibit A-4, in accordance with the budget summary detailed in Exhibit B.
I. Track grant expenditures, prepare and submit reports to the CWDB, and monitor regional grant activities to ensure compliance with grant germs and conditions.

North Central Coast RPU Entities designated in this Agreement will:

A. Provide services as specified in the applicable Exhibits A-1 through A-4, in accordance with the budget summary specified in Exhibit B.
B. Conform to the nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38, as required pursuant to the CWDB's RERP agreement with MCWDB for the North Central Coast RPU Entities.
C. Use Exhibit C – Monthly Invoices for monthly reimbursement requests.

4. GENERAL PROVISIONS

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, regarding the subject matter of this Agreement. Any changes or modifications shall be accomplished only by a written amendment to the Agreement, executed by the duly authorized representatives of all parties.

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5. NOTICES

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

SANTA CRUZ COUNTY
Andy Stone, Director
Santa Cruz County
Workforce Development Board
18 West Beach Street
Watsonville, CA 95076
Email:
Andy.Stone@santacruzcounty.us
(831) 763-8824

MONTEREY COUNTY
Christopher Donnelly, Executive Director
Monterey County
Workforce Development Board
344 Salinas Street, Suite 101
Salinas, CA 93901
Email:
DonnellyC@co.monterey.ca.us
(831) 759-6644

SAN BENITO COUNTY
Enrique Arreola, Director
San Benito County
Workforce Development Board
1111 San Filipe Road, Suite 108
Hollister, CA 95023
Email: EArreola@cosb.us
(831) 637-9293

6. INDEMNIFICATION AND INSURANCE

A. Indemnification

Each North Central Coast RPU Entity shall indemnify, defend, and hold harmless the MCWDB, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by North Central Coast RPU Entities and/or their agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the MCWDB. It is the intent of the parties to this agreement to provide the broadest possible coverage for the MCWDB. The North Central Coast RPU Entities shall reimburse the MCWDB for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the North Central Coast RPU Entities are obligated to indemnify, defend and hold harmless the MCWDB under this Agreement.

The MCWDB shall indemnify, defend, and hold harmless each North Central Coast RPU Entity, their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the MCWDB and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by a North Central Coast RPU Entity. It is the intent of the parties to this Agreement to provide the broadest possible coverage for each North Central Coast RPU Entity. The MCWDB shall reimburse each North Central Coast RPU Entity for all costs, attorney's fees, expenses and liabilities incurred with respect to any

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litigation in which the MCWDB is obligated to indemnify, defend and hold harmless each North Central Coast RPU Entity under this Agreement.
The indemnification obligations established by this Agreement shall survive the termination of this Agreement. These indemnification obligations extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

B. Insurance

Evidence of Coverage**:** Prior to commencement of this Agreement, each party to this Agreement shall provide a "Certificate of Insurance" or letter of self-insurance certifying that coverage has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, each party upon request shall provide a certified copy of the policy or policies.

Each party shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement. North Central Coast RPU Entities shall send, without demand by the other parties to this Agreement, annual certificates as directed above. If the certificate is not received by the expiration date, the other parties to this agreement shall notify the North Central Coast RPU Entity which has a lapse in verification. That entity shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by any of the parties to maintain such insurance is a default of this Agreement, which entitles each of the remaining parties to this Agreement, at their sole discretion, to terminate this Agreement immediately.

7. CONSTRUCTION, SEVERABILITY, AND INTERPRETATION OF AGREEMENT

The North Central Coast RPU Entities agree that each party has fully participated in the review and drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

If any provision of this Agreement, or the application thereof to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

8. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

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9. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Local Area Service Specifications:

   A-1. Service Specifications for SCCWDB
   A-2. Service Specifications for SBCWDB
   A-3. Service Specifications for MCWDB
   A-4. Service Specifications for MCWDB (fiscal agent)

2. Exhibit B – Project Budget Summary

3. Exhibit C – Monthly Invoice for RERP Services

4. Exhibit D – RERP Work Plan

5. Exhibit E – RERP Participant Plan

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PER SIGNATURE, WE AGREE TO THE PROVISIONS OF THIS AGREEMENT.

Monterey County Board of Supervisors
Chief Elected Official
Monterey County Workforce Development Area

Chair, Monterey County Board of Supervisors — Date: 5/23/2023

Christopher Donnelly, Executive Director
Monterey County Workforce Development Board — Date: 5/23/2023

Approved as to form:

DocuSigned by:
Anne Brereton
44E083B3FBEA412...

Deputy County Counsel, Monterey County — Date: 7/27/2023 | 2:07 PM PDT

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Santa Cruz County Board of Supervisors
Chief Elected Official
Santa Cruz County Workforce Development Area

DocuSigned by:
Zach Friend
2C437165727F4FD...

Chair, Santa Cruz County Board of Supervisors

7/13/2023
Date

DocuSigned by:
Andy Stone
1890DF748E1A454...

Andy Stone, Director
Santa Cruz County Workforce Development Board

6/1/2023
Date

Approved as to form:

DocuSigned by:
Ruby Marquez
57EE5DD2EEC8447...

Deputy County Counsel, Santa Cruz County

5/31/2023
Date

Approved as to insurance:

DocuSigned by:
Enrique Salvagun
F88BB4ED1F11445...

Risk Management

5/31/2023

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San Benito County Board of Supervisors
Chief Elected Official
San Benito County Workforce Development Area

DocuSigned by:
Mindy Sotelo
BCAC4A983E63409...

5/09/2023

Chair, San Benito County Board of Supervisors — Date

4/28/23

Enrique Arreola, Director — Date
San Benito County Workforce Development Board

Approved as to form:

04/05/2023

Deputy County Counsel, County of San Benito — Date

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EXHIBIT A-1

Regional Equity and Recovery Partnerships
Santa Cruz County Workforce Development Board
Regional Service Specifications
March 7, 2023 through October 31, 2025

The Santa Cruz County Workforce Development Board (SCCWDB) will provide workforce development services in support of the Regional Equity and Recovery Partnership (RERP) grant, as specified below.

A. For the **RERP Grant**, SCCWDB will:

1. Provide RERP grant administration services in an amount not to exceed $12,000.
2. Attend monthly partner meetings with other North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
3. Oversee contracted Goodwill Industries case managers using CalJOBS as the system of record to enroll forty-nine (49) participants representing one or more of the following target populations:

    a. English Language Learners;
    b. Homeless and Housing Insecure;
    c. Immigrants;
    d. Justice-Involved Individuals;
    e. People with Disabilities;
    f. Veterans;
    g. Out-of-School Youth;
    h. First Generation College Students;
    i. Low Income Households; and
    j. Dislocated Workers.

4. Oversee the provision of direct workforce development services and participant referrals to training services that may include some or all of the following:

    a. Outreach and recruitment;
    b. Intake;
    c. Co-enrollment in WIOA;
    d. Assessment of skill levels and interests;
    e. Career exploration;
    f. Job readiness, including prevocational skills training;
    g. Work experience;
    h. Occupational skills training;
    i. On-the-Job Training;
    j. Earn and learn services, including referrals to apprenticeships;
    k. Intensive career coaching (case management);
    l. Supportive Services; and
    m. Job placement.

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5. Achieve the following RERP project goals for Site 1 in support of the State-approved RERP Participant Plan included and incorporated herein as Exhibit E:

Site 1 RERP Grant Outcomes	**Goal**
Individuals Enrolled	49
Individuals Trained	32
Individuals Completing Training	24
Attained Industry Recognized Certificate or Credential	29
Career Advancement – Promotion in Employment (Incumbent Workers)	19
Employment (New Employees)	24
Industry/Sector Employment	20
State-Approved Apprenticeship	1

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EXHIBIT A-2

Regional Equity and Recovery Partnerships
San Benito County Workforce Development Board
Regional Service Specifications
March 7, 2023 through October 31, 2025

The San Benito County Workforce Development Board (SBCWDB) will provide workforce development services in support of the Regional Equity and Recovery Partnership (RERP) grant, as specified below.

A. For the **RERP Grant**, SBCWDB will:

1. Provide RERP grant administration services in an amount not to exceed $5,635.
2. Attend monthly partner meetings with other North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
3. Oversee contracted San Benito County Health and Human Services case managers using CalJOBS as the system of record to enroll twenty-three (23) participants representing one or more of the following target populations:

    a. English Language Learners;
    b. Homeless and Housing Insecure;
    c. Immigrants;
    d. Justice-Involved Individuals;
    e. People with Disabilities;
    f. Veterans;
    g. Out-of-School Youth;
    h. First Generation College Students;
    i. Low Income Households; and
    j. Dislocated Workers.

4. Oversee the provision of direct workforce development services and referrals to training services to enrolled RERP participants that may include some or all of the following:

    a. Outreach and recruitment;
    b. Intake;
    c. Co-enrollment in WIOA;
    d. Assessment of skill levels and interests;
    e. Career exploration;
    f. Job readiness, including prevocational skills training;
    g. Work experience;
    h. Occupational skills training;
    i. On-the-Job Training;
    j. Earn and learn services, including referrals to apprenticeships;
    k. Intensive career coaching (case management);
    l. Supportive Services; and
    m. Job placement.

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5. Achieve the following RERP project goals for Site 2 in support of the State-approved RERP Participant Plan included and incorporated herein as Exhibit E:

Site 2 RERP Grant Outcomes	**Goal**
Individuals Enrolled	23
Individuals Trained	16
Individuals Completing Training	11
Attained Industry Recognized Certificate or Credential	11
Career Advancement – Promotion in Employment (Incumbent Workers)	8
Employment (New Employees)	9
Industry/Sector Employment	5
State-Approved Apprenticeship	1

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EXHIBIT A-3

Regional Equity and Recovery Partnerships
Monterey County Workforce Development Board
Regional Service Specifications
March 7, 2023 through October 31, 2025

The Monterey County Workforce Development Board (MCWDB) will provide workforce development services in support of the Regional Equity and Recovery Partnership (RERP) grant, as specified below.

A. For the **RERP Grant**, MCWDB will:

1. Convene and attend monthly partner meetings with other North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
2. Oversee contracted Turning Point of Central California's case managers using CalJOBS as the system of record to enroll ten (10) participants representing one or more of the following target populations:

    a. English Language Learners;
    b. Homeless and Housing Insecure;
    c. Immigrants;
    d. Justice-Involved Individuals;
    e. People with Disabilities;
    f. Veterans;
    g. Out-of-School Youth;
    h. First Generation College Students;
    i. Low Income Households; and
    j. Dislocated Workers.

3. Oversee the provision of direct workforce development services and referrals to training services to enrolled RERP participants that may include some or all of the following:

    a. Outreach and recruitment;
    b. Intake;
    c. Co-enrollment in WIOA;
    d. Assessment of skill levels and interests;
    e. Career exploration;
    f. Job readiness, including prevocational skills training;
    g. Work experience;
    h. Occupational skills training;
    i. On-the-Job Training;
    j. Earn and learn services, including referrals to apprenticeships;
    k. Intensive career coaching (case management);
    l. Supportive Services; and
    m. Job placement.

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4. Achieve the following RERP project goals for Sites 3 and 4 in support of the State-approved RERP Participant Plan included and incorporated herein as Exhibit E:

Site 1 RERP Grant Outcomes	**Goal**
Individuals Enrolled	49
Individuals Trained	42
Individuals Completing Training	25
Attained Industry Recognized Certificate or Credential	24
Career Advancement – Promotion in Employment (Incumbent Workers)	4
Employment (New Employees)	29
Industry/Sector Employment	21
State-Approved Apprenticeship	1

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EXHIBIT A-4

Regional Equity and Recovery Partnerships
Monterey County Workforce Development Board
Regional Service Specifications: Fiscal Agent and Administration
March 7, 2023 through October 31, 2025

The Monterey County Workforce Development Board (MCWDB) will provide fiscal agent and administrative services in support of the North Central Coast RPU's RERP activities, as specified below:

1. Provide RERP grant administrative and performance oversight services in an amount not to exceed $97,365.
2. Convene and attend monthly partner meetings with North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
3. Act as fiscal agent for RERP funds, including accepting funds; allocating funds as directed by regional agreement; ensuring that all Local Workforce Area (LWA) subrecipients in the RPU who receive funding agree to report all regional expenditures; and completing fiscal and programmatic reporting.
4. Compile and submit reports of activities, expenditures, status of cash and closeout information by specific dates as prescribed by the State.
5. Report RERP expenditures to the CWDB, process North Central Coast RPU Entity(s) reimbursement requests, and track grant funds and expenditures.
6. Review all invoices and reports received from North Central Coast RPU Entities, verify compliance with grant requirements and this Agreement, and forward all invoices for reimbursement to the Fiscal Office of the MCWDB for payment.

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EXHIBIT B

Project Budget Summary
Regional Equity and Recovery Partnerships
March 7, 2023 through October 31, 2025

RERP Amounts Allocated to WDBs:	MCWDB	SCCWDB	SBCWDB	TOTALS
Case Management @ $3,500 ea.	$ 171,500	$ 171,500	$ 80,500	$ 423,500
Training@ $4,500 ea.	$ 189,000	$ 144,000	$ 72,000	$ 405,000
Supportive Services	$ 6,400	$ 6,400	$ 3,200	$ 16,000
Certifications	$ 18,665	$ 14,000	$ 7,335	$ 40,000
Administration Funds	$ 97,365	$ 12,000	$ 5,635	$ 115,000
Subtotals	**$ 482,930**	**$ 347,900**	**$ 168,670**	**$ 999,500**
Staff Travel	$ 1,500			$ 1,500
Regional Meetings	$ 4,500			$ 4,500
Regional Organizer	$ 64,500			$ 64,500
RERP Admin. Amount to be Allocated to North Central Coast Region Community Colleges	$ 80,000			$ 80,000
Total RERP Allocations	**$ 633,430**	**$ 347,900**	**$168,670**	**$ 1,150,000**

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EXHIBIT C

Sample Invoice
Regional Equity and Recovery Partnerships
March 7, 2023 through October 31, 2025

Sample Invoice

Regional Equity and Recovery Partnerships 2023-25

Monterey County Workforce Development Board

c/o Fiscal Manager
344 Salinas St., Ste. 101

Salinas, CA 93901

Invoice #: 100

Date:

Expenditure for the month of: Jul-23

Agency:
Name of Agency here
Address of agency here
City, State, Zip code

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
A. Salaries and Fringe Benefits					
Case Manager Salaries	$0.00	$0.00	$0.00	$0.00	0%
Case Manager Fringe Benefits	$0.00	$0.00	$0.00	$0.00	0%
B. Other Operating					
Other (Specify)	$0.00	$0.00	$0.00	$0.00	0%
C. Direct Participant Costs					
Training	$0.00	$0.00	$0.00	$0.00	0%
Supportive Services	$0.00	$0.00	$0.00	$0.00	0%
Certifications	$0.00	$0.00	$0.00	$0.00	0%
Subtotal Direct Participant Costs	$0.00	$0.00	$0.00	$0.00	0%
D. Indirect Costs/Administration	$0.00	$0.00	$0.00	$0.00	0%
TOTAL BUDGET	$0.00	$0.00	$0.00	$0.00	0%

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

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EXHIBIT D

WORK PLAN

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 1: Finalize any Agreements with Santa Cruz County WDB and Cabrillo College so course enrollments can begin for semester starting in January 2023.	12/31/2022
Site 1: Regionwide meeting with all stakeholders to review any questions/concerns prior to January roll-out of project.	12/31/2022
Site 1: Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 1: Enroll and implement 1st cohort of classes at Cabrillo College.	3/31/2023
Site 1: Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2022
Quarter 3: April 1, 2023 - June 30, 2023	
Site 1: Visit site with participants enrolled.	6/30/2023
Site 1: Hold Stakeholders meeting to gain understanding of progress in course selections.	6/30/2023
Site 1: Discuss quarter end accomplishment expectations.	6/30/2023
Site 1: Hold Zoom meeting with Service Provider, review CalJOBs to determine where technical assistance may be needed.	6/30/2023
Site 1: MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	
Site 1: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda.	9/30/2023
Site 1: Cohorts for Fall classes promoted.	9/30/2023
Site 1: Begin courses in Qtr 4 for IT Institute (7/5/23).	9/30/2023
Site 1: Enrollment to cohorts and with Service Providers for CalJOBs tracking.	9/30/2023
Site 1: MIS to run reports for Quarter 3.	9/30/2023

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WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 1: Quarterly reporting completed for Quarter 3.	9/30/2023
Site 1: Monitor of Service Provider to ensure data entry accuracy in CalJOBs.	9/30/2023
Quarter 5: October 1, 2023 - December 31, 2023	
Site 1: Course curriculum to continue this quarter.	12/31/2023
Site 1: MIS to run reports for Quarter 4 and to provide Administration information on all data entry to date.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
Site 1: Another round of IT Institute (1/31/24) and Phlebotomy (1/22/24) for students desirious of learning skills through Cabrillo.	3/31/2023
Site 1: Fiscal Agent to monitor program service provider to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024.	3/31/2023
Site 1: Internal Audit of fiscal/Admin files to ensure all expenditures to date are accounted for.	3/31/2023
Site 1: MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 1: Visit all sites with participants enrolled.	6/30/2024
Site 1: Hold Stakeholders meeting to determine progress in course selections.	6/30/2024
Site 1: Discuss quarter end accomplishment expectations.	6/30/2024
Site 1: Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed.	6/30/2024
Site 1: MIS to run reports for Quarter 6.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	
Site 1: No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall.	9/30/2024
Site 1: Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Cabrillo College may need to add based on continued Industry needs.	9/30/2024

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 1: Outreach to service provider to ensure they are up to date with data entries, offer technical assistance where requested.	9/30/2024
Site 1: MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	
Site 1: Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed.	12/31/2024
Site 1: MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 1: to hold IT Institute 11 week course 2/1/2025 in Q10 with up to 15 participants should there be interest from students and Industry.	3/31/2025
Site 1: MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Prepare **Site 1** for grant ending September 30, 2025.	6/30/2025
Site 1: Fiscal Agent to hold meetings with Cabrillo site for any additional technical assistance as grant winds down.	6/30/2025
Site 1: Fiscal Agent to hold meetings with all service providers to ensure all data entry to CalJOBs is up to date and accurate.	6/30/2025
Site 1: Technical Assistance available for any participants to grant.	6/30/2025
Site 1: MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	
Site 1: Close out of all participants not previously closed out and in follow-up services.	9/30/2025
Site 1: Final monitoring of service provider CalJOBs data entry enrollments,	9/30/2025
Site 1: Audit of financials to ensure all invoicing and leverage/match is	9/30/2025
Site 1: Final close-out	9/30/2025

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WORK PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 2: Finalize any Agreements with San Benito County WDB and Gavilan College so course enrollments can begin for semester starting in January 2023. **Site 2:** Regionwide meeting with all stakeholders to review any questions/concerns prior to January roll-out of project. **Site 2:** Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 2: Enroll and implement 1st cohort of classes with Gavilan College. **Site 2:** Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2023
Quarter 3: April 1, 2023 - June 30, 2023	
Site 2: Visit all sites with participants enrolled. **Site 2:** Hold Stakeholders meeting to gain understanding of progress in course selections. **Site 2:** Discuss quarter end accomplishment expectations. **Site 2:** Gavilan will offer accelerated Medical Assisting curriculum with 144 hours of instruction and 120 hours of internship beginning 6.11.23 through 10.29.23 for up to 10 participants. **Site 2:** Hold Zoom meetings with Service Providers, review CalJOBs to determine where technical assistance may be needed. **Site 2:** MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 2: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda. **Site 2** to hold Welding, Phlebotomy and Cyber Security curriculum for up to 15 participants (5 per curriculum). **Site 2:** Enrollment to cohorts and with Service Providers for CalJOBs tracking. **Site 2:** MIS to run reports for Quarter 3. Quarterly reporting completed for Quarter 3. **Site 2:** Monitor of Service Providers to ensure data entry accuracy in CalJOBs.	9/30/2023
Quarter 5: October 1, 2023 - December 31, 2023	
Site 2: MIS to run reports for Quarter 4.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
Site 2: Fiscal Agent to monitor program service providers to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024. **Site 2:** Internal Audit of Fiscal/Admin files to ensure all expenditures to date are accounted for. **Site 2:** MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 2: Visit site with participants enrolled. **Site 2:** Hold Stakeholders meeting to determine progress in course selections. **Site 2:** Discuss quarter end accomplishment expectations. **Site 2:** Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall. Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Gavilan College may need to add based on continued Industry needs. Outreach to service provider to ensure they are up to date with data entries, offer technical assistance where requested. MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	
Site 2: Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed. **Site 2:** MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 2: To offer Welding and Cyber Security in Q10 beginning 1.29.25 through 5.29.25 for up to 5 individuals (or more dependent on prior successful enrollments/completions). **Site 2:** MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Prepare **Site 2** for grant ending September 30, 2025. **Site 2:** Fiscal Agent to hold meetings with site for any additional technical assistance as grant winds down. **Site 2:** Fiscal Agent to hold meetings with all service providers to ensure all data entry to CalJOBs is up to date and accurate. **Site 2:** Technical Assistance available for any participants to grant. **Site 2:** MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 2: Close out of all participants not previously closed out and in follow-up services. **Site 2:** Final monitoring of service providers CalJOBs data entry enrollments, actiities and follow-up services. **Site 2:** Audit of financials to ensure all invoicing and leverage/match is submitted prior to grant term. **Site 2:** Final close-out documnts requirements sent to all paticipating in project so Fiscal/Admin can begin work on close-out documents. **Site 2:** MIS to run final reports for grant close-out.	9/30/2025

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WORK PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 3: Finalize any Agreements with Hartnell College in Monterey County and Project operators so course enrollments can begin for semester starting in January 2023. **Site 3:** Regionwide meeting with all stakeholders to review any questions/concerns prior to January roll-out of project. **Site 3:** Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 3: Enroll and implement 1st cohort of classes with Hartnell College. **Site 3:** Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2023
Quarter 3: April 1, 2023 - June 30, 2023	
Site 3: Visit site with participants enrolled. **Site 3:** Hold Stakeholders meeting to gain understanding of progress in course selections. **Site 3:** Discuss quarter end accomplishment expectations. **Site 3:** Hold Zoom meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed. **Site 3:** MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	
Site 3: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda. **Site 3:** Cohorts for Fall classes promoted. Site 3 to begin courses in Qtr 4 for IT Institute (7/5/23). **Site 3:** Enrollment to cohorts and with Service Providers for CalJOBs tracking. Quarterly reporting completed for Quarter 3. **Site 3:** Monitor of Service Providers to ensure data entry accuracy in CalJOBs.	9/30/2023

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Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 5: October 1, 2023 - December 31, 2023	
Site 3 will offer Welding and Mechatronics during this quarter with up to 10 participants going through CE training (8/28/23). **Site 3:** MIS to run reports for Quarter 4.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
New cohort to begin for Spring 2024 in **Site 3:** Welding and Mechatronics. **Site 3:** Fiscal Agent to monitor program service providers to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024. **Site 3:** Internal Audit of fiscal/Admin files to ensure all expenditures to date are accounted for. **Site 3:** MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 3: Visit all sites with participants enrolled. **Site 3:** Hold Stakeholders meeting to determine progress in course selections. **Site 3:** Discuss quarter end accomplishment expectations. **Site 3:** Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed. **Site 3:** MIS to run reports for Quarter 6.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	
Site 3: No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall. **Site 3:** Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Community Colleges may need to add based on continued Industry needs. Outreach to service providers across region to ensure they are up to date with data entries, offer technical assistance where requested. **Site 3:** MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	

WORK PLAN
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Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed. MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 3: No new enrollments this quarter. **Site 3:** MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Site 3: Prepare Site Site 3 for grant ending September 30, 2025. **Site 3:** Fiscal Agent to hold meetings for any additional technical assistance as grant winds down. **Site 3:** Fiscal Agent to hold meetings with service providers to ensure all data entry to CalJOBs is up to date and accurate. **Site 3:** Technical Assistance available for any participants to grant. **Site 3:** MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	
Site 3: Close out of all participants not previously closed out and in follow-up services. **Site 3:** Final monitoring of service providers CalJOBs data entry enrollments, actiities and follow-up services. **Site 3:** Audit of financials to ensure all invoicing and leverage/match is submitted prior to grant term. **Site 3:** Final close-out documnts requirements sent to all paticipating in project so Fiscal/Admin can begin work on close-out documents. **Site 3:** MIS to run final reports for grant close-out.	9/30/2025

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WORK PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 4: Finalize any Agreements with Monterey Peninsula College and Project operators so course enrollments can begin for semester starting in January 2023. **Site 4:** Meeting with stakeholders to review any questions/concerns prior to January roll-out of project. **Site 4:** Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 4: Enroll and implement 1st cohort of classes across region with all 4 Colleges including Cabrillo, Gavilan, Hartnell and Monterey Peninsula College. **Site 4:** Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2023
Quarter 3: April 1, 2023 - June 30, 2023	
Site 4: Visit all sites with participants enrolled. **Site 4:** Hold Stakeholders meeting to gain understanding of progress in course selections. **Site 4:** Discuss quarter end accomplishment expectations. **Site 4:** Hold Zoom meetings with Service Providers, review CalJOBs to determine where technical assistance may be needed. **Site 4:** MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	

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WORK PLAN
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Site 4: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda. **Site 4:** Enrollment to cohorts and with Service Providers for CalJOBs tracking. **Site 4:** MIS to run reports for Quarter 3. Quarterly reporting completed for Quarter 3. **Site 4:** Monitor of Service Providers to ensure data entry accuracy in CalJOBs.	9/30/2023
Quarter 5: October 1, 2023 - December 31, 2023	
Site 4 will offer Culinary/Baking & Pastry curricula in this quarter (10/10/23). **Site 4:** Anticipated 10-15 particicpants for this curriculum. **Site 4:** MIS to run reports for Quarter 4.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
Site 4: Site will offer Community Health Worker curricula in this quarter. **Site 4:** Fiscal Agent to monitor program service providers to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024. **Site 4:** Internal Audit of fiscal/Admin files to ensure all expenditures to date are accounted for. **Site 4:** MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 4: Visit site with participants enrolled. Site 4: Hold Stakeholders meeting to determine progress in course selections. **Site 4:** Discuss quarter end accomplishment expectations. **Site 4:** Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed. **Site 4:** MIS to run reports for Quarter 6.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 4: No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall. **Site 4:** Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Community Colleges may need to add based on continued Industry needs. **Site 4:** Outreach to service providers across region to ensure they are up to date with data entries, offer technical assistance where requested. **Site 4:** MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	
Site 4: Forestry Corps Training Program start up 10/1/24 for 20 weeks. Anticipate up to 15 students. This is in high demand by Industry so anticipate enrollments will come from all 3 counties in region. **Site 4:** Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed. **Site 4:** MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 4: Continued course curricula in Culinary/Baking & Pastry and Community Health Worker this quarter. **Site 4:** MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Prepare **Site 4** for grant ending September 30, 2025. **Site 4:** Fiscal Agent to hold meetings for any additional technical assistance as grant winds down. **Site 4:** Fiscal Agent to hold meetings with all service providers to ensure all data entry to CalJOBs is up to date and accurate. **Site 4:** Technical Assistance available for any participants to grant. **Site 4:** MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	

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Site 4: Close out of all participants not previously closed out and in follow-up services. **Site 4:** Final monitoring of service providers CalJOBs data entry enrollments, actiities and follow-up services. **Site 4:** Audit of financials to ensure all invoicing and leverage/match is submitted prior to grant term. **Site 4:** Final close-out documnts requirements sent to all paticipating in project so Fiscal/Admin can begin work on close-out documents. **Site 4:** MIS to run final reports for grant close-out.	9/30/2025

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EXHIBIT E
PARTICIPANT PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

For RPUs with less than five Local Boards - include the totals for entire project. Breakdowns will be captured on other exhibits.

For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, then the amounts should only include your totals (not the whole project for the RPU).

	Q1 12/2022 (1 month)	Q2 1/1/23 - 3/31/23	Q3 4/1/23 - 6/30/23	Q4 7/1/23 - 9/30/23	Q5 10/1/23 - 12/31/23	Q6 1/1/24 - 3/31/24	Q7 4/1/24 - 6/30/24	Q8 7/1/24 - 9/30/24	Q9 10/1/24 - 12/31/24	Q10 1/1/25 - 3/31/25	Q11 4/1/25 - 6/30/25	Q12 7/1/25 - 9/30/25	**TOTALS**
Participants to be Served													
Individuals Enrolled	**0**	**40**	**40**	**60**	**60**	**105**	**105**	**115**	**115**	**121**	**121**	**121**	**121**
Training													
Enrolled in Training	0	28	28	39	39	56	56	70	70	70	87	87	**87**
Completed Training	0	0	0	21	21	21	42	42	50	50	60	60	**60**
Attained Industry-Identified Certificate or Credential	0	0	0	15	15	21	21	43	43	54	54	64	**64**
Placement													
Postsecondary Education	**0**	**0**	**0**	**0**	**2**	**4**	**4**	**4**	**4**	**7**	**7**	**10**	**10**
State-Approved Apprenticeship	**0**	**0**	**0**	**0**	**1**	**1**	**2**	**2**	**2**	**2**	**2**	**3**	**3**
Career Advancement - Promotion in Employment (Incumbent Workers)	0	0	0	5	5	5	12	12	24	24	31	31	31
Employment (New Employees) Add breakdown below	**0**	**0**	**0**	**15**	**15**	**15**	**27**	**27**	**40**	**50**	**50**	**62**	**62**
Industry/Sector New Employment (placed in industry trained for)	0	0	0	14	14	14	21	21	35	35	39	46	46
Non-Industry/Sector New Employment (Other)	0	0	0	1	1	4	5	6	6	7	7	8	8

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COUNTY OF SANTA CRUZ

PERSONNEL DEPARTMENT
RISK MANAGEMENT
701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073
(831) 454-2600 FAX: (831) 454-2245 TDD: 711
ENRIQUE SAHAGUN, RISK MANAGER

July 18, 2023

Elizabeth A. Kaylor
County of Monterey and
Monterey County Workforce Development Board
344 Salinas Street, Suite 101
Salinas, CA. 93901

Re: Insurance

To Whom It May Concern:

This letter will certify that the County of Santa Cruz is self insured for all risks typically associated with Comprehensive General and Auto Liability coverage up to $1 million. The County purchases an excess liability insurance policy for an amount above $1 million. Additionally, the County is self insured for Workers Compensation in accordance with the statutory requirements of the State of California.

The County of Monterey and the Monterey County Workforce Development Board are included as additional covered parties, but only insofar as the terms and conditions of the Regional Equity and Recovery Partnership (RERP) Agreement between Santa Cruz County and the Monterey County Workforce Development Board (MCWDB) for provisions of RERP services for the term of March 7, 2023 through October 31, 2025.

Section 990 of the Government code of the State of California authorizes local public entities to insure these risks and Section 990.4 provides that self insurance is one of the acceptable forms of such insurance.

Should you have any questions or concerns, please contact me directly at (831) 454-2251.

Sincerely,

RISK MANAGEMENT

Enrique Sahagun
Risk Manager

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COUNTY OF SAN BENITO

ADMINISTRATIVE OFFICE

481 FOURTH STREET, HOLLISTER, CA 95023 (831) 636-4000 FAX: (831) 636-4010 WWW.COSB.US

RAY ESPINOSA, **COUNTY ADMINISTRATIVE OFFICER**

Henie Ring	Ramon Aban	Dulce Alonso	Graciela Rodriguez	Lorena Moreno
Human Resources Manager	**Budget Officer**	**Sr. Admin. Analyst**	**Assoc. Admin. Analyst**	**Executive Assistant**

June 24, 2023

TO WHOM IT MAY CONCERN:

Certificate Holder: Elizabeth A. Kaylor
County of Monterey and
Monterey County Workforce Development Board
344 Salinas Street, Suite 101
Salinas, CA. 93901

Additional Insured:

The County of Monterey and the Monterey County Workforce Development Board are included as additional covered parties, but only as respects the Regional Equity and Recovery Partnerships (RERP) agreement with the Monterey County Workforce Development Board (MCWDB) and Contractors for the provision of RERP services for the term of March 7, 2023 through October 31, 2025.

The County of SAN BENITO is self-insured under the State of California Government Code Section 990.4 for the lines of coverage and in the amount required by contract or agreement.

This letter confirms our intent to treat the above-named entities as *"Additional Insured"*. The County meets all State requirements for self-insured and complies with all State of

California rules and regulations for self-insured entities.

The County of SAN BENITO maintains an adequate reserve for claims; the County is also audited annually by an independent firm.

Please do not hesitate to contact me at your convenience if you have any additional questions and/or concerns regarding this matter.

Sincerely

Enrique Arreola

Deputy Director, CSWD

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.9

MEETING DATE: **05/09/2023**

DEPARTMENT: HUMAN RESOURCES

AGENDA ITEM PREPARER: Henie Ring

DEPT HEAD/DIRECTOR: Henie Ring

SUBJECT:

HUMAN RESOURCES - H. RING
Approve the new classification of 1.0 FTE Network Engineer in the Information Technology Division of the County Administrative Office and set salary at $77,167.37 to $103,448.80 yearly.
SBC FILE NUMBER:630

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

As part of the reorganization of the Information Technology Division and the support of County Departments, the new position of Network Engineer has been created. This position would directly support the IT Security and Network Manager with the design, administration, and implementation of segments and components of the County-wide information system and supports the data security administration and evaluation of complex computer information systems. In addition, the Network Engineer would provide a variety of complex IT functions to support the information systems for the following agencies: San Benito County Sheriff's Office, San Benito County District Attorney's Office, and San Benito Probation Department. The Network Engineer will have coordinated oversight from the Information Technology Division as well as from the law enforcement agencies listed above. This position will be supported by AB109 funds.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

Yes

STRATEGIC PLAN GOALS: 3. Technology

Yes

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

Yes

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

Non-general Fund

UNFUNDED MANDATE:

No

SBC BUDGET LINE ITEM NUMBER:

101.15.1065.1000

CURRENT FY COST:

0.00

STAFF RECOMMENDATION:

Approve the new classification of 1.0 FTE Network Engineer in the Information Technology Division of the County Administrative Office and set salary at $77,167.37 to $103,448.80 yearly.

BOARD ACTION RESULTS:

Approved New Classification per staff recommendation.

ATTACHMENTS:
Network Engineer

Network Engineer

DEFINITION:

Under direction, analyzes, designs, supports, installs, monitors, and maintains segments and components of the County-wide information system; manages network projects; troubleshoots network application and system problems; provides training and problem resolution for the local area and wide area network and related applications; and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

The Network Engineer is a single-position exempt level classification whose primary responsibilities is to support the Information Technology Division with the design, administration, and implementation of segments and components of the County-wide information system and supports the data security administration and evaluation of complex computer information systems. Network Engineer differs from the IT Analyst and IT Support Technician series in that the latter positions perform a full range of technical duties related to information systems, installation and support, installation and repair of information systems, and support office and hardware and software. The position requires administrating, configuring, and backing up firewalls, switches, servers, and workstations. In addition, the incumbent will be specifically assigned to work on Law Enforcement Hardware and Software such as Body-worn Camera systems, In-car communications systems, Jail Management systems, and Dispatch Software. The incumbent will assist with CLETS security protocol, and FBI/DOJ security minimums and work on the eCourt implementation as well as interfacing with Karpel for IT and applications updates. The incumbent will provide advanced network support to multiple users of broad-based applications and requires in-depth knowledge of Law Enforcement workflows to analyze, detect, identify, deploy, and maintain software and hardware solutions for agencies. The Network Engineer reports to the Information Security and Network Manager.

EXAMPLE OF DUTIES:
Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Performs system and network configurations, upgrades, deployment, problem resolution, performance monitoring and administration of network server hardware, storage operating systems, applications and communication links; Performs network and system analysis, training and provides procurement support and problem resolution for all IT infrastructure and network services; works independently on large-scale and/or complex network projects, as well as other large and/or complex projects, as assigned; supports and monitors data security systems to protect the integrity, confidentiality, and availability of information in the custody of or processed by Information Technology Services; assists system users in solving problems either by phone or in person; responds to and documents calls; regularly reports to IT management regarding the performance effectiveness of network and data security; makes recommendations for adoption of new or modified standards, procedures, and technologies; supports information technology

infrastructure, architecture, systems, networks, software and resources across multiple platforms; assists with conducting security audits and prepares written reports of findings and recommendations; conducts and implements ongoing incident reporting and response system to address security incidents or breaches; reports any allegations of policy violations or complaints from external parties; implements, maintains, and reports Information Technology Security Standards and Guidelines on all County systems related to HIPPA, IRS 1075, DOJ, Medi-Cal, DMV, etc.; implements procedures for monitoring intrusion detection mechanisms, firewall logs, and other relevant reports to detect and resolve security breaches or other unauthorized or suspicious activity; monitors systems operations and security utilizing monitoring tools; performs troubleshooting; performs or assists in the performance of networking and security hardware installations, modifications, monitoring, diagnostics, and problem resolution; assists in the review, acquisition, installation of security software and equipment; identifies or assists in identifying vulnerabilities and appropriate solutions to eliminate, minimize or resolve security problems; may serve as a member of technology review committees to evaluate new software and hardware systems; as directed may investigates and prepares written reports on any actual or potential information security violations; assists with planning physical facilities changes or alternations in work flow to evaluate the effect of such changes on safety and security of data; assists and monitors compliance with IT information security policies and procedures among employees, contractors, applications and infrastructure, both internally and externally; assists with security/privacy issues for external auditors and auditing agencies, survey request, etc.; prepares and submits required reports or documentation to external auditing agencies; assists with incident response, intrusion detection and investigations; may be required to respond on an emergency basis, including evenings, weekends, and holidays; assists management in training employees about information security issues; notifies the IT managers immediately of security breaches; oversees and verifies that all procedures are followed to ensure system imaging and back-ups are being performed; ensures that tape back-ups are secured in off-site locations and are kept up-to-date; ensures that all computers have up-to-date anti-virus software and that documentation is maintained; may be required to respond to off-hours situations; other duties as assigned.

MINIMUM QUALIFICATIONS:

Any combination of education, training and experience that would likely provide the required knowledge, skills and abilities may be considered qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: Bachelor's Degree from an accredited four-year college or university with a degree in Computer Science, Information Systems, Business Administration, or related field.

Experience: Two (2) years of recent experience equivalent to an IT systems engineer and/or network administrator, including recent, relevant experience in Windows, UNIX, Linux, and IP Intranet/Internet security environments; including two (2) years of management and supervisory experience. (Experience may be substituted for education on a year for year basis.)

License: Possess and maintain a valid, appropriate California driver's license issued by the Department of Motor Vehicles.

Minimum Qualifications/ continued:

Special Requirements:

1. Ability to respond on short notice in person or by verbal communication to emergency or critical security incidents after working hours, including weekends and holidays, and work irregular hours as necessary.
2. Travel within and outside of the County as necessary.
3. Qualify for security clearance through a background investigation and fingerprint check.

Preferred Certifications: Possession or ability to obtain of any of the following:

- Certified Information System Security Professional (CISSP).
- Certified Information System Auditor (CISA).
- System Security Certified Practitioner (SSCP).
- Certified Protection Professional (CPP).
- Certified Network Security Professional (CNSP) or Associate (CNSA).

Desirable Qualifications: Recent, demonstrated experience in the following areas is highly desired:

- Firewalls, intrusion detection, incident response, policy writing, vulnerability testing, operations system hardening, regulatory compliance, and data classification.
- Data administration and security methods with MS SQL.
- IT Service Desk and Case Management System.

Additional Desirable Qualifications:

- VMware ESXI
- VMware vSphere
- Veeam Backups
- Fortinet Firewalls, Aps, Switches
- Crowdstrike AV
- N-Central RMM
- Barracuda email filter
- Office 365
- IntelliFlash NAS
- Quantum's Storage

Knowledge of: Principles and current practices of computer information processing; business system applications; principles and techniques of hardware, software and systems security and compliance practices, standards and enforcement; principles and practices of technology systems problem solving; principles, processes, and effective techniques of project management; principles, practices and techniques of providing customer service and assistance; computer operations and facilities; principles and practices of producing effective project and technical documentation; programming languages and job control language; restart and disaster recovery practices and procedures; methods of long-term strategic technical planning; process management; software systems development life cycle; principles and practices of information technology systems used in government; research and financial analysis techniques;

pertinent local, State and Federal laws, rules and regulations; requirements and procedures for setup and maintenance of computer peripherals; troubleshooting techniques for basic computer problems and restarting jobs; modern office practices, methods, and computer operation; principles and procedures of record keeping and reporting; safe driving principles and practices; proper English usage, spelling, grammar, and punctuation.

Ability to: Successfully pass a criminal background check; maintain confidentiality of County and department records and information; develop, implement, monitor and control security and compliance projects and schedules in compliance with department goals and objectives; understand highly complex information technology systems and issues; recognize security and compliance problems, develop recommendations and solutions, oversee corrective action efforts, and document activities; exercise judgment in dealing with communications regarding confidential information; establish and maintain cooperative and effective working relationships; provide excellent customer service; deal tactfully and courteously with the public, outside agencies, vendors and other County staff; communicate effectively both orally and in writing; prepare clear, concise, and accurate records and reports; operate a computer and use appropriate software; coordinate the design, selection and implementation of computer and telecommunication system; establish realistic work priorities, set and meet goals within allocated resources; be flexible and adaptable to continually changing demands or situations; prepare and maintain accurate and complete records; handle multiple concurrent projects and manage priorities and tasks; work with considerable independence and initiative while exercising good judgment in recognizing scope of authority; gather, organize, analyze, and present a variety of data and information; follow workplace safety policies and procedures.

Physical Requirements/Work Environment: Work is performed primarily in an office environment including sitting at a desk working with computer equipment for prolonged periods, and travel for work purposes and occasionally works outdoors with exposure to varying weather extremes and uneven terrain; hear and communicate orally in person, on the phone and in meetings; hand/eye coordination for use of computer/office equipment and performing ergonomics assessments; visual ability to distinguish colors; regularly working with files and general office equipment; safely operate a motor vehicle. Light to moderate lifting and carrying of files; occasionally stand and walk for extended periods.

Disaster Service Workers: All San Benito County employees are designated “Disaster Service Workers” through state and local laws (CA Government Code Sec. 3100-3109 and Emergency Services Chapter 6 via adoption of local Ordinance No. 361 § 1, 2-25-75). As Disaster Service Workers, all County employees are expected to remain at work, or to report for work as soon as practicable, following significant emergency or disaster.

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.10

MEETING DATE: **05/09/2023**

DEPARTMENT: INFORMATION TECHNOLOGY

AGENDA ITEM PREPARER: Brian Gordon

DEPT HEAD/DIRECTOR: Ray Espinosa

SUBJECT:

INFORMATION TECHNOLOGY DEPARTMENT - B. GORDON
Approve Purchase with KIS for Office 365 Email Security in the amount of $88,312.00 for the period of March 1, 2023 through February 29, 2024 and Approve an ARPA.IT interobject transfer of $247,381.00 from the services and supplies - computer hardware object code to the fixed assets - computer object code. The transfer will help staff record the hardware purchase in a more appropriate general ledger account (4/5 vote). The period begins on March 1, 2023 because the license was purchased by KIS with verbal approval to purchase the license.
SBC FILE NUMBER: 119.1

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

County IT Division recommends and requires the continued usage of Microsoft Defender as part of our County email and Email security.
This is a component of the previous approval for Office 365 renewal in January 2023.
Due to vendor mis-quote this was left off the previous renewal but is an integral component of our county email solution and a required element.
On 11/22/2022 the board approved purchase of IT network operations centers hardware. The County Administration Office is requesting approval of a budget adjustment transfer because it will help staff record the hardware purchase in a more appropriate general ledger account.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

No

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

Yes

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

Yes

BUDGET ADJUSTMENT NEEDED:

Yes

SOURCE OF FUNDING:

General Fund

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

101.15.1065.1000.619.134/101.15.1047.1000

CURRENT FY COST:

30,000

STAFF RECOMMENDATION:

1. Approve Purchase with KIS for Office 365 Email Security in the amount of $88,312.00 for the period of March 1, 2023 through February 29, 2024. The period begins on March 1, 2023 because the license was purchased by KIS with verbal approval to purchase the license.

2. Approve an ARPA.IT interobject transfer of $247,381.00 from the services and supplies - computer hardware object code to the fixed assets - computer object code. The transfer will help staff record the hardware purchase in a more appropriate general ledger account.

BOARD ACTION RESULTS:

Approved Purchase per staff recommendation. (5/0 vote)
Approved Budget Transfer per staff recommendation. (5/0 vote)

ATTACHMENTS:
Microsoft Office 365 Security.pdf
Budget Adjustment - ARPA IT Hardware
Fully Executed Budget Adjustment ARPA IT Hardware

Keep IT Simple

Keeping IT simple for you since 1988!

Karen Bascomb
Manager Sales Operations

karenb@kiscc.com
(510) 403-7577

Quote

KIS - Keep IT Simple
43160 Osgood Road
Fremont, CA 94539
United States

Quote #	**6030 v6**
Date	**2023/03/06**
Expires	**2023/03/31**
Contact	**Karen Bascomb**

Prepared for

County of San Benito
Brian Gordon
1131 SAN FELIPE RD
Hollister, CA 95023
United States

T: 831-630-5123
E: bgordon@cosb.us

ACCEPT QUOTE

Microsoft Office 365 Defender P1 1 Year quote

One-Time Fees

Category	Item	Qty	Price	Total
License	**Microsoft Defender for O365 Plan 1 GCC SubVL Per User** Enterprise Agreement Rred - Per User - 12 Month Term Year 1 Microsoft Corporation - 3GU-00001equi	700	$19.60	**$13,720.00**†
License	**Microsoft O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr** Enterprise Agreement Required - Per User - 12 Month Term - Year 1 Microsoft Corporation - AAA-11894	700	$106.56	**$74,592.00**†

† *Non-taxable item*

Total One-Time **$88,312.00 USD**

Please contact us if you have any questions.

ACCEPT QUOTE

Terms and Conditions

A convenience fee of three percent (3%) will be applied to credit card purchases.

Contact

Quote

Karen Bascomb | **Manager of Sales Operations**

P : 510-403-7577
E : karenb@kiscc.com
W : www.kiscc.com
Fremont Business Center
48383 Fremont Blvd. # 122, Fremont, CA 94538

DocuSign Envelope ID: E6482959-A3B4-497C-A485-95CD0DB99D4E

COUNTY OF SAN BENITO
OPERATING BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type:

Fiscal Year: FY23

Department: ADMN & IT

Org Key: 101.15.1047.1000

- ☐ **Appropriation/Est. Revenue Increase** (Requires 4/5 Board of Supervisors Approval)
- ☐ **Contingency Transfer** (Requires 4/5 Board of Supervisors Approval)
- ☑ **Interdepartmental Transfer or Interobject Transfer>$50,000** (Requires Board of Supervisors Approval)
- ☐ **Interobject Transfer or Interdepartmental Transfer<$50,000** (Requires Admin. and Auditor Approval)
- ☐ **De Minimus Fund Transfer<$500** (Requires Admin. and Auditor Approval)

Appropriation Increases:

Org Key:	Object No:	Description	Revenues	Expenditures
			$	$
Total			$	$

Transfers of Existing Appropriations:

Org Key:	Object No:	Description	From	To
101.15.1047.1000	619.142	Services and Supplies - Computer Hardware	$ 247,381	$
101.15.1047.1000	650.303	Fixed Assets - Computer		247,381
Total			$	$

Comments: On 11/22/2022 the board approved purchase of IT network operations centers hardware. This adjustment will help staff record the purchase in a more appropriate general ledger account (see BOS meeting 11/22/2022 - Item Number 2.9).

Submitted: DocuSigned by: [signature] — Department Head/Authorized Signature — Date: 4/25/2023

Verification of Sufficient Funds: Joe Paul Gonzales — Auditor-Controller — Date: 4/26/2023

Approval: Ramon Alban — Administrative Officer — Date: 4/26/2023

Approval by Board of Supervisors

Date

Attested:
Clerk of the Board: _____ Vote: _____ Yes _____ No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____ _____

DocuSign Envelope ID: E6482959-A3B4-497C-A485-95CD0DB99D4E

COUNTY OF SAN BENITO
OPERATING BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type:

Fiscal Year: FY23

Department: ADMN & IT

Org Key: 101.15.1047.1000

- ☐ **Appropriation/Est. Revenue Increase** (Requires 4/5 Board of Supervisors Approval)
- ☐ **Contingency Transfer** (Requires 4/5 Board of Supervisors Approval)
- ☑ **Interdepartmental Transfer or Interobject Transfer>$50,000** (Requires Board of Supervisors Approval)
- ☐ **Interobject Transfer or Interdepartmental Transfer<$50,000** (Requires Admin. and Auditor Approval)
- ☐ **De Minimus Fund Transfer<$500** (Requires Admin. and Auditor Approval)

Appropriation Increases:

Org Key:	Object No:	Description	Revenues	Expenditures
			$	$
Total			$	$

Transfers of Existing Appropriations:

Org Key:	Object No:	Description	From	To
101.15.1047.1000	619.142	Services and Supplies - Computer Hardware	$ 247,381	$
101.15.1047.1000	650.303	Fixed Assets - Computer		247,381
Total			$	$

Comments: On 11/22/2022 the board approved purchase of IT network operations centers hardware. This adjustment will help staff record the purchase in a more appropriate general ledger account (see BOS meeting 11/22/2022 - Item Number 2.9).

Submitted: DocuSigned by: [signature] Department Head/Authorized Signature — Date: 4/25/2023

Verification of Sufficient Funds: Joe Paul Gonzalez Auditor-Controller — Date: 4/26/2023

Approval: Ramon Abarca Administrative Officer — Date: 4/26/2023

Approval by Board of Supervisors

Attested: Clerk of the Board: Vanessa Delgado — Date: 5/09/23

Vote: 5 Yes 0 No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____

Distribution: Original - Auditor Copy - Board of Supervisors Copy- Department

Revised: 10/27/2021 LL

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.11

MEETING DATE: **05/09/2023**

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

AGENDA ITEM PREPARER: Deems Katada

DEPT HEAD/DIRECTOR: Steve Loupe

SUBJECT:

RESOURCE MANAGEMENT AGENCY – S. LOUPE, PUBLIC WORKS ADMINISTRATOR
Adopt Board Resolution Certifying County Maintained Road Mileage for 2023.
SBC FILE NUMBER: 105.3
RESOLUTION NO.: 2023-49

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Section 2121 of the Streets and Highways Code provides that in May of each year, each County shall submit to the Department of Transportation (CALTRANS) any additions to or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded.

The Board of Supervisors adopted Resolution No. 2022-53 on May 10, 2022, certifying the updated County maintained roads with total mileage of 449.741 miles. Since adoption of Resolution No. 2022-53, staff discovered that Harbern Way, a subdivision street which was offered for dedication, but had not been accepted by the County, is included in the County maintained mileage. County staff has updated its record of total mileage of maintained County roads to be 449.287 miles, as reflected in Exhibit A to the Resolution, and has prepared a spreadsheet highlighting the removal of Harbern Way from the list of County maintained roads, attached to the Resolution as Exhibit B.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

Yes

CONTRACT NEEDED FOR THIS ITEM:

No

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

No

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

Yes

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

1. Adopt Resolution certifying the updated County maintained roads for 2023, with total mileage of 449,287 miles; and
2. Order that a copy of the Resolution and all of its Exhibits shall be filed in the Office of the San Benito County Resource Management Agency; and
3. Order that the San Benito County Resource Management Agency, Public Works Division staff transmit a certified copy of this Resolution to CALTRANS.

BOARD ACTION RESULTS:

Adopted Resolution No. 2023-49 per staff recommendation. (5/0 vote)

ATTACHMENTS:
Board Resolution
Fully Executed Resolution No. 2023-49

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS CERTIFYING THE 2023 COUNTY MAINTAINED ROAD MILEAGE	Resolution No. 2023-_____

WHEREAS, section 2121 of the Streets and Highways Code provides that in May of each year, each County shall submit to the Department of Transportation (CALTRANS) any additions to or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2022-53 on May 10, 2022, certifying the updated County maintained roads with total mileage of 449.741 miles; and

WHEREAS, since adoption of Resolution No. 2022-53, staff discovered that Harbern Way, a subdivision street with an offer of dedication that had not been accepted by the County, was included in the County's record of total mileage of maintained County roads; and

WHEREAS, the Board of Supervisors desires to correct its record of total mileage of maintained County roads; and

WHEREAS, the County has updated its record of total mileage of maintained County roads to be **449.287** miles for the year 2023; and

WHEREAS, the County's updated record of total mileage of maintained County roads, including the termini and mileage of each route, is set forth in the spreadsheet attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the County has prepared a spreadsheet highlighting the removal of Harbern Way from the list of County maintained roads, which is attached hereto and incorporated herein by reference as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the San Benito County Board of Supervisors hereby certifies the 2023 updated record of County maintained roads and declares the total mileage of maintained County roads to be **449.287** miles, as indicated in Exhibit A, which reflects the termini and mileage of each route, incorporating the correction and adjustment set forth in Exhibit B; and

BE IT FURTHER RESOLVED, that the San Benito County Board of Supervisors hereby orders that this Resolution and all of its Exhibits shall supersede Resolution No. 2022-53 and Exhibits thereto; and

BE IT FURTHER RESOLVED, that the San Benito County Board of Supervisors hereby orders that a copy of this Resolution and all of its Exhibits shall be filed in the Office of the San Benito County Resource Management Agency; and

BE IT FURTHER RESOLVED, that the San Benito County Board of Supervisors hereby orders the San Benito County Resource Management Agency, Public Works Division staff transmit a certified copy of this Resolution and all of its Exhibits to the Department of Transportation.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 9th DAY OF MAY, 2023 BY THE FOLLOWING VOTE:

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

By:_____
Mindy Sotelo, Chair
San Benito County Board of Supervisors

ATTEST:

By:_____
Vanessa Delgado, Clerk of the Board

Date:_____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: April 28, 2023

EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters					
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
58	Acquistapace Rd	Fairview Rd	End	6	0.572	2	NC			0.572	0.572
5	Anzar Rd	Carr Ave	San Juan Hwy	5	4.250	2	SJ		4.250		4.250
18	Aromitas Rd	Quarry Rd	Anzar Rd	6	1.295	2	SJ		1.295		1.295
59A	Arroyo Seco Dr	Comstock	End	7	0.403	2	NC			0.403	0.403
8031	Aurora Cutoff	Mexican Lake Rd - (BLM)	Clear Creek Rd	7	1.460	2	SC			1.460	1.460
143	Barnheisel Rd	SHWY 156	End	7	0.142	2	NC			0.142	0.142
165	Beaver Dam Rd	COALINGA RD	End	7	0.075	2	SC			0.075	0.075
65	Benito Rd	McMahon	Spring Grove Rd	6	0.321	2	NC			0.321	0.321
79	Best Rd	SHWY 25	0.109 N/SHWY 25	6	0.109	2	NC			0.109	0.109
79	Best Rd	0.109 N/SHWY 25	John Smith Rd	6	1.131	2	NC			1.131	1.131
163	Betabel Rd	End	End	7	1.704	2	SJ			1.704	1.704
30	Bixby Rd	SHWY 156	Freitas Rd	5	0.482	2	SJ		0.482		0.482
30	Bixby Rd	Freitas Rd	Duncan Ave	5	0.522	2	SJ		0.522		0.522
30	Bixby Rd	Duncan Ave	End	5	0.212	2	SJ		0.212		0.212
89	Blossom Ln	End	Southside Rd	7	0.464	2	Panoche			0.464	0.464
91	Bolado Rd	Southside Rd	SHWY 25	6	1.054	2	Panoche			1.054	1.054
38	Breen Rd	SHWY 156	End	7	0.831	2	SJ			0.831	0.831
141	Briggs Rd	Wright Rd	SHWY 25	7	0.742	2	NC			0.742	0.742
7	Brown Rd	Cannon Rd	Merril Rd	7	0.817	2	SJ			0.817	0.817
99	Browns Valley Rd	PANOCHE RD	SANTA ANITA RD	6	6.500	2	Panoche			6.500	6.500
34	Buena Vista Rd	Wright Rd	0.07M W/Bereseni Ln	5	0.840	2	NC		0.840		0.840
34	Buena Vista Rd	End	Wright Rd	5	0.521	2	NC		0.521		0.521
34	Buena Vista Rd (1/2 City)	0.07M W/Bereseni Ln	Carnoble Drive	5	0.370	2	NC		0.370		0.370
34	Buena Vista Rd (1/2 City)	Miller Rd	0.09M E/Westside Rd	5	0.430	2	NC		0.430		0.430
34	Buena Vista Rd (1/2 City)	0.09M W/Locust Ave	Locust Ave	5	0.090	2	NC		0.090		0.090
39	Cagney Rd	Breen Rd	End	7	0.535	2	SJ			0.535	0.535
8	Cannon Rd	SHWY 101	Anzar Rd	6	2.044	2	SJ			2.044	2.044
162	Carpenter Dr	Fallon Rd	McMahon Rd	6	0.867	2	NC			0.867	0.867
14	Carr Ave	MON CO LN Carpenteria Ave	ANZAR RD	5	1.633	2	SJ		1.633		1.633
134	Chalone Rd	La gloria Rd	End	7	1.165	2	SC			1.165	1.165
72	Chappell Rd - (1/2 City)	0.16M E/Kirkpatrick Dr	End	6	0.130	2	NC			0.130	0.130
8032	Chokebutt Rd	Mexican Lake Rd - (BLM)	Fresno County Line	7	0.950	2	SC			0.950	0.950
57	Churchill Rd	End	Fairview Rd	6	0.590	2	NC			0.590	0.590
83	Cienega Rd	Old Airline Highway	Union Road	5	16.800	2	Panoche		16.800		16.800
83	Cienega Rd	Old Airline Highway	SHWY 25	5	1.700	2	Panoche		1.700		1.700
83	Cienega Rd	San Benito St	0.23M S/Nash Road	5	0.320	2	Panoche		0.320		0.320
83	Cienega Rd Extension	Hospital Rd	0.4M S/Union Road	5	0.600	2	Panoche		0.600		0.600
108	Clear Creek Rd	COALINGA RD	NEW IDRIA RD	6	14.550	2	SC			14.550	14.550
109	Coalinga Rd	SHWY 25	Fresno County Line	6	24.728	2	SC			24.728	24.728
11	Cole Rd	SHWY 101	Anzar Rd	6	2.235	2	SJ			2.235	2.235
59	Comstock Rd	Fairview Rd	End	6	4.655	2	NC			4.655	4.655
100	Cottonwood Rd	PANOCHE RD	End	7	3.000	2	Panoche			3.000	3.000
41	County Labor Camp Rd	0.123M SE/Southside Rd	Southside Rd	7	0.123	2	Panoche			0.123	0.123
90	Cowden Rd	Hospital Rd	End	7	0.745	2	SJ			0.745	0.745
146	Crestview Ln	Valley View Rd	End	7	0.200	2	NC			0.200	0.200
129A	D Street - TP	Fourth St	Fifth St	7	0.076	2	NC			0.076	0.076

EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
68A	Dooling Rd	Rosa Morada Rd	Fallon Rd	6	0.862	2	NC			0.862	0.862
26	Duncan Ave	LUCY BROWN LN	BIXBY RD	6	0.994	2	SJ			0.994	0.994
85	Enterprise Rd	Southside Rd	SHWY 25	6	1.036	2	NC			1.036	1.036
129F	F Street - TP	Quien Sabe Rd	End	7	0.500	2	NC			0.500	0.500
53	Fairview Rd	SHWY 25	0.41M N/SHWY 25	3	0.410	2	NC	0.410			0.410
53	Fairview Rd	1.06M N/SHWY 25	San Felipe Rd	3	8.810	2	NC	8.810			8.810
60	Fallon Rd	Hollister City Limit	Fairview Rd	5	1.778	2	NC		1.778		1.778
60	Fallon Rd	Fairview Rd	Spring Grove Rd	6	1.448	2	NC		1.448		1.448
129C	Fifth Street - TP	SHWY 25	D Street - TP	7	0.083	2	NC			0.083	0.083
129D	Fifth Street - TP	F Street	Southside Rd	7	0.033	2	NC			0.033	0.033
129G	First Street - TP	End	SHWY 25	7	0.077	2	NC			0.077	0.077
32	Flint Rd	SHWY 156	End	7	0.781	2	SJ			0.781	0.781
44	Flynn Rd	SHWY 25	County Line	6	0.161	2	NC			0.161	0.161
55	Foothill Rd	Orchard Rd	End	7	1.075	2	NC			1.075	1.075
19	Forest Rd	Anzar Rd	School Rd	6	0.459	2	SJ			0.459	0.459
160	Fourth St	SHWY 156	SBT RIVER	3	1.052	2	NC	1.052			1.052
129B	Fourth Street	D Street - TP	SHWY 25	7	0.070	2	NC			0.070	0.070
47	Frazier Lake Rd	Shore Rd	SCL CO LN	5	3.415	2	NC		3.415		3.415
31	Freitas Rd	Bixby Rd	Mitchell Rd	5	1.893	2	SJ		1.893		1.893
51	Frye Lane	End	Shore Rd	6	0.594	2	NC			0.594	0.594
16	Garden Ave	MON CO LN Carpenteria Ave	End	7	0.100	2	NC			0.100	0.100
73B	Gardenia Ln	End	Santa Ana Rd	7	0.140	2	NC			0.140	0.140
62	Grant Rd	Fallon Rd	End	7	0.922	2	NC			0.922	0.922
87	Grass Valley Rd	Cienega Rd	End	7	1.760	2	Panoche			1.760	1.760
149	Griffin Rd - (250 ft)	MON CO LN	End	7	0.053	2	Panoche			0.053	0.053
97	Harlan (Mountain) Road	1.96 M W/Limekiln Road	Limekiln Road	7	1.960	2	Panoche			1.960	1.960
124	Highland Dr	Sunnyslope Rd	End	7	0.261	2	NC			0.261	0.261
135	Hill Top Rd	Valley View Rd	End	7	0.179	2	NC			0.179	0.179
76	Hillcrest Rd	CL .04 E/Busby Ct	CL 0.3M W/Fairview Rd	3	0.620	2	NC	0.620			0.620
140	Hillside Rd	SAN JUAN CYN RD	SAN JUAN CYN RD	7	0.829	2	SJ			0.829	0.829
84	Hospital Rd	Cienega Rd	Southside Rd	6	0.982	2	SJ			0.982	0.982
46	Hudner Ln	SHWY 25	Brook Hollow Rd	7	1.065	2	NC			1.065	1.065
78	John Smith Rd	Fairview Rd	0.35M E/Fairview Rd	5	0.350	2	NC		0.350		0.350
78	John Smith Rd	0.35M E/Fairview Rd	John Smith Landfill	5	1.860	2	NC		1.860		1.860
78	John Smith Rd	John Smith Landfill	Santa Ana Valley Rd	6	2.750	2	NC		2.750		2.750
113	King City Rd (Bitterwater Road)	Monterey Co Line	SHWY 25	4	6.250	2	SC	6.250			6.250
139	KT Road	End	Thomas Rd	7	0.564	2	Panoche			0.564	0.564
116	La Gloria Rd	Monterey Co Line	SHWY 25	7	7.692	2	SC			7.692	7.692
136	Ladd Lane	End	Southside Rd	7	0.188	2	Panoche			0.188	0.188
48	Lake Road	Shore Rd	SCL CO LN	7	1.181	2	NC			1.181	1.181
133	Lewis Creek Rd	SHWY 25	MON CO LN	7	0.216	2	SC			0.216	0.216
133	Lewis Creek Rd	MON CO LN	MON CO LN	7	0.296	2	SC			0.296	0.296
95	Limekiln Rd	End	Cienega Rd	7	1.440	2	Panoche			1.440	1.440
10	Little Merrill Rd	Rocks Rd	End	7	0.389	2	SJ			0.389	0.389
101	Little Panoche Rd	PANOCHE RD	Fresno County Line	5	6.360	2	Panoche		6.360		6.360
137	Live Oak Rd	End	SHWY 25	7	0.251	2	SC			0.251	0.251

EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
145	Loma Vista Ave	Valley View Rd	End	7	0.199	2	NC			0.199	0.199
69	Lone Tree Rd	Fairview Rd	End	6	10.674	2	NC			10.674	10.674
152	Lonoak/King City Rd	MON CO LN	MON CO LN	4	4.579	2	SC	4.579			4.579
56	Los Viboras Rd	Fairview Rd	End	6	1.200	2	NC			1.200	1.200
50	Lovers Lane Rd	Shore Rd	Santa Clara Co Line	6	2.276	2	NC			2.276	2.276
25	Lucy Brown Ln	SHWY 156	San Justo Rd	5	1.097	2	SJ		1.097		1.097
25	Lucy Brown Ln	San Justo Rd	End	7	0.197	2	SJ			0.197	0.197
70	Magladry Rd	Lone Tree Rd	End	7	0.415	2	NC			0.415	0.415
75	Mansfield Rd	Fairview Rd	End	7	0.504	2	NC			0.504	0.504
71	McCloskey Rd	0.19M E/San Felipe Rd	Fairview Rd	5	1.880	2	NC		1.880		1.880
45	McConnell Rd	SHWY 25	End	7	0.753	2	NC			0.753	0.753
8019	McCreery Ranch Rd	SANTA ANITA RD	Merced County Line	7	9.700	2	Panoche			9.700	9.700
8020	McCreery Ranch Rd	McCreery Ranch Rd	End	7	8.680	2	Panoche			8.680	8.680
64	McMahon Rd	Fallon Rd	End	7	0.810	2	NC			0.810	0.810
53A	Meridian	End	Fairview Rd	7	0.360	2	NC			0.360	0.360
6	Merrill Rd	SHWY 101	SHWY 101	7	1.615	2	SJ			1.615	1.615
132	Mexican Lake Rd	Clear Creek Rd	Fresno County Line	7	7.960	2	SC			7.960	7.960
28	Mission Vineyard Rd	San Juan Canyon Rd	0.13M S San Juan Hollister Rd.	6	0.800	2	SJ			0.800	0.800
33	Mitchell Rd	SHWY 156	Freitas Rd	5	0.484	2	SJ		0.484		0.484
33	Mitchell Rd	Freitas Rd	End	7	0.144	2	SJ			0.144	0.144
29	Monterey St	SHWY 156	CL @ Mucklemi St	4	0.040	2	SJ			0.040	0.040
68B	Morada Ln	Dooling Rd	End	7	0.450	2	NC			0.450	0.450
93	Murphy Rd	SHWY 25	End	7	1.670	2	Panoche			1.670	1.670
82	Nash Rd	Riverside	City Limit	6	0.460	2	SJ			0.460	0.460
107	New Idria Rd	PANOCHE RD	Clear Creek Rd	6	21.368	2	Panoche		21.368		21.368
67	North Fork Rd	MON CO LN	MON CO LN	7	3.325	2	SC			3.325	3.325
103	Norton Rd	PANOCHE RD	Yturriarte Rd	7	0.760	2	Panoche			0.760	0.760
150	Old Airline Hwy	SHWY 25	Cienega Rd	6	2.236	2	Panoche			2.236	2.236
110	Old Hernandez Rd	SHWY 25	Coalinga Rd	6	13.509	2	SC			13.509	13.509
104	Oliver Rd	PANOCHE RD	Yturriarte Rd	7	0.560	2	Panoche			0.560	0.560
27	Olympia Rd	Lucy Brown Ln	Bixby Rd	6	0.994	2	SJ			0.994	0.994
54	Orchard Rd	Fairview Rd	End	6	2.464	2	NC			2.464	2.464
159	Pacheco Hwy	SHWY 156	Fairview Rd	7	1.352	2	NC			1.352	1.352
159	Pacheco Hwy	Fairview Rd	End	7	0.752	2	NC			0.752	0.752
142	Pajaro Rd	SHWY 129	End	7	0.070	2	SJ			0.070	0.070
69A	Pan Tempo Way	End	Lone Tree Rd	7	0.437	2	NC			0.437	0.437
98	Panoche Rd	SHWY RTE 25	LITTLE PANOCHE RD	5	28.940	2	Panoche		28.940		28.940
98	Panoche Rd	LITTLE PANOCHE RD	NEW IDRIA RD	5	3.780	2	Panoche		3.780		3.780
98	Panoche Rd	NEW IDRIA RD	FRE CO LN	5	6.720	2	Panoche		6.720		6.720
21	Payne Rd	School Rd	End	7	0.300	2	SJ			0.300	0.300
117	Pine Tree Ave	MON CO LN	End	7	0.098	2	SJ			0.098	0.098
24	Prescott Rd	SAN JUAN HWY	San Justo Rd	6	0.482	2	SJ			0.482	0.482
17	Quarry Rd	MON CO LN Carpenteria Ave	Quarry Road	5	0.643	2	SJ		0.643		0.643
8017	Quien Sabe Ranch Rd	Quien Sabe Ranch Rd	End	7	4.100	2	Panoche			4.100	4.100
8018	Quien Sabe Ranch Rd	Quien Sabe Ranch Rd	SANTA ANITA RD	7	6.340	2	Panoche			6.340	6.340
92	Quien Sabe Rd	Bolado Rd	SHWY 25	6	0.204	2	NC			0.204	0.204

EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
92	Quien Sabe Rd	SHWY 25	Santa Ana Valley Rd	6	3.444	2	Panoche			3.444	3.444
92	Quien Sabe Rd	Santa Ana Valley Rd	Quien Sabe Ranch Rd	6	5.264	2	Panoche			5.264	5.264
105	Recalde Rd	PANOCHE RD	Dan Berg Rd	7	1.337	2	Panoche			1.337	1.337
106	Recalde Rd (Dan Berg Rd)	PANOCHE RD	Recalde Rd	7	0.487	2	Panoche			0.487	0.487
166	River Parkway	Nash Road	San Benito Street	7	0.590	2	NC			0.590	0.590
158	Riveroaks Rd	SHWY 129	SHWY 129	7	0.113	2	SJ			0.113	0.113
81	Riverside Rd	Union Road	Nash Road	6	0.627	2	SJ			0.627	0.627
81	Riverside Rd	Nash Road	End	6	0.647	2	SJ			0.647	0.647
9	Rocks Road	SHWY 101	SHWY 156	6	2.279	2	SJ			2.279	2.279
68	Rosa Morada Rd	Fairview Rd	End	6	1.008	2	NC			1.008	1.008
15	Rose Ave	MON CO LN Carpenteria Ave	End	7	0.167	2	SJ			0.167	0.167
3	SALINAS RD	SAN JUAN CYN RD	CL @ SAN JUAN-HOLLISTER RD	5	0.220	2	SJ		0.220		0.220
3	SALINAS RD	MON CO LN	SAN JUAN CYN RD	5	4.220	2	SJ		4.220		4.220
111	San Benito Lateral	SHWY 25	Old Hernandez Rd	7	0.655	2	SC			0.655	0.655
122	San Benito St.	Union Rd	0.17M S/Nash Rd	3	0.540	2	NC	0.540			0.540
52	SAN FELIPE RD	0.9 N/FALLON RD	SHWY 156	3	0.594	2	NC	0.594			0.594
52	SAN FELIPE RD	SHWY 156	Santa Clara Co Line	5	4.500	2	NC		4.500		4.500
2	SAN JUAN CYN RD	MON CO LN	SALINAS RD	5	10.400	2	SJ		10.400		10.400
4	SAN JUAN HWY	CL 0.3M S/PRESCOTT R	SHWY 101	3	2.640	2	SJ	2.640			2.640
23	San Justo Rd	SAN JUAN HWY	Lucy Brown Ln	5	3.110	2	SJ		3.110		3.110
73	Santa Ana Rd	City Limit (Chappell Rd)	Fairview Rd	5	1.742	2	NC		1.742		1.742
130	Santa Ana Valley Rd	Fairview Rd	Quien Sabe Rd	6	7.425	2	NC		7.425		7.425
74	Santa Anita Rd	Quien Sabe Rd	Browns Valley	7	6.000	2	NC			6.000	6.000
157	Santa Rosa Dr	Fallon Rd	End	7	0.159	2	NC			0.159	0.159
155	Sawmill Creek Rd	WildAss Rd	Mexican Lake Rd	7	6.010	2	SC			6.010	6.010
61	Scagliotti Rd	End	Fallon Rd	7	0.927	2	NC			0.927	0.927
20	School Rd	Anzar Rd	SHWY 129	7	3.352	2	SJ			3.352	3.352
154	Searle Rd	SHWY 156	SHWY 129	6	1.930	2	SJ			1.930	1.930
13	Seely Ave	MON CO LN Carpenteria Ave	End	7	0.693	2	SJ			0.693	0.693
49	Shore Rd	San Felipe Rd	SHWY 25	4	3.950	2	NC	3.950			3.950
151	SJ/Holl (Junkyd - Ponds)	Fourth St	Fourth St	7	0.634	2	SJ			0.634	0.634
151C	SJ/Holl (SJ Cyn Rd - 156)	The Alameda	SHWY 156	7	0.750	2	SJ			0.750	0.750
151B	SJ/Holl (Union-4th St.)	Union Rd	Fourth St	7	1.070	2	SJ			1.070	1.070
12	Snyder Ave	MON CO LN Carpenteria Ave	End	7	0.681	2	SJ			0.681	0.681
86	Southside Rd	0.008M N/UNION RD	0.02M S/CAROUSEL DR	4	0.214	2	Panoche	0.214			0.214
86	Southside Rd	ENTERPRISE RD	0.008 N/UNION RD	4	0.238	2	Panoche	0.238			0.238
86	Southside Rd	0.089M NW/CO LABOR CAMP RD	ENTERPRISE RD	4	0.448	2	Panoche	0.448			0.448
86	Southside Rd	0.481M W/BLOSSOM LN	0.089M NW/CO LABOR CAMP RD	4	1.181	2	Panoche	1.181			1.181
86	Southside Rd	SHWY 25	0.481 W/BLOSSOM LN	4	5.428	2	Panoche	5.428			5.428
63	Spring Grove Rd	Fairview Rd	End	7	1.940	2	NC			1.940	1.940
77	Sunnyslope Rd	City Limit	Fairview Rd	3	0.322	2	NC	0.322			0.322
110A	Taylor Rd	Old Hernandez Rd	End	7	0.490	2	SC			0.490	0.490
129E	Third Street - TP	F Street	End	7	0.077	2	Panoche			0.077	0.077
88	Thomas Rd	End	Southside Rd	7	2.714	2	Panoche			2.714	2.714
8021	Topo Valley Rd	King City Rd	Topo Valley Rd	7	5.590	2	SC			5.590	5.590
8022	Topo Valley Rd	SH 25	End	7	5.230	2	SC			5.230	5.230

EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
80	Union Rd	SHWY 156	SHWY 25	3	4.800	2	Panoche	4.800			4.800
96	Valley View Rd	Crestview Dr	CL .05 N/HILLTOP RD	6	0.090	2	NC			0.090	0.090
66	Westside Rd	Miller Rd	Buena Vista Rd	7	0.682	2	NC			0.682	0.682
153	WildAss Rd	Mexican Lake Rd	End	7	3.090	2	SC			3.090	3.090
112	Willow Creek Rd	Old Hernandez Rd	End	7	5.065	2	SC			5.065	5.065
94	Willow Grove Rd	SHWY 25	End	7	0.137	2	Panoche			0.137	0.137
37	Wright Rd	BUENA VISTA RD	San Felipe Rd	5	2.600	2	NC		2.600		2.600
40	Y Road	San Juan Hwy	End	4	2.569	2	SJ	2.569			2.569
102	Yturriarte Rd	Panoche Rd	Norton Rd	7	4.664	2	Panoche			4.664	4.664
TOTAL					449.287			44.645	149.048	255.594	449.287

FHWA Functional Class Code

1 Interstate
2 Other Freeways and Expressways
3 Principal Arterial - Other
4 Minor Arterial
5 Major Collector
6 Minor Collector
7 Local

EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
58	Acquistapace Rd	Fairview Rd	End	6	0.572	2	NC			0.572	0.572
5	Anzar Rd	Carr Ave	San Juan Hwy	5	4.250	2	SJ		4.250		4.250
18	Aromitas Rd	Quarry Rd	Anzar Rd	6	1.295	2	SJ		1.295		1.295
59A	Arroyo Seco Dr	Comstock	End	7	0.403	2	NC			0.403	0.403
8031	Aurora Cutoff	Mexican Lake Rd - (BLM)	Clear Creek Rd	7	1.460	2	SC			1.460	1.460
143	Barnheisel Rd	SHWY 156	End	7	0.142	2	NC			0.142	0.142
165	Beaver Dam Rd	COALINGA RD	End	7	0.075	2	SC			0.075	0.075
65	Benito Rd	McMahon	Spring Grove Rd	6	0.321	2	NC			0.321	0.321
79	Best Rd	SHWY 25	0.109 N/SHWY 25	6	0.109	2	NC			0.109	0.109
79	Best Rd	0.109 N/SHWY 25	John Smith Rd	6	1.131	2	NC			1.131	1.131
163	Betabel Rd	End	End	7	1.704	2	SJ			1.704	1.704
30	Bixby Rd	SHWY 156	Freitas Rd	5	0.482	2	SJ		0.482		0.482
30	Bixby Rd	Freitas Rd	Duncan Ave	5	0.522	2	SJ		0.522		0.522
30	Bixby Rd	Duncan Ave	End	5	0.212	2	SJ		0.212		0.212
89	Blossom Ln	End	Southside Rd	7	0.464	2	Panoche			0.464	0.464
91	Bolado Rd	Southside Rd	SHWY 25	6	1.054	2	Panoche			1.054	1.054
38	Breen Rd	SHWY 156	End	7	0.831	2	SJ			0.831	0.831
141	Briggs Rd	Wright Rd	SHWY 25	7	0.742	2	NC			0.742	0.742
7	Brown Rd	Cannon Rd	Merril Rd	7	0.817	2	SJ			0.817	0.817
99	Browns Valley Rd	PANOCHE RD	SANTA ANITA RD	6	6.500	2	Panoche			6.500	6.500
34	Buena Vista Rd	Wright Rd	0.07M W/Bereseni Ln	5	0.840	2	NC		0.840		0.840
34	Buena Vista Rd	End	Wright Rd	5	0.521	2	NC		0.521		0.521
34	Buena Vista Rd (1/2 City)	0.07M W/Bereseni Ln	Carnoble Drive	5	0.370	2	NC		0.370		0.370
34	Buena Vista Rd (1/2 City)	Miller Rd	0.09M E/Westside Rd	5	0.430	2	NC		0.430		0.430
34	Buena Vista Rd (1/2 City)	0.09M W/Locust Ave	Locust Ave	5	0.090	2	NC		0.090		0.090
39	Cagney Rd	Breen Rd	End	7	0.535	2	SJ			0.535	0.535
8	Cannon Rd	SHWY 101	Anzar Rd	6	2.044	2	SJ			2.044	2.044
162	Carpenter Dr	Fallon Rd	McMahon Rd	6	0.867	2	NC			0.867	0.867
14	Carr Ave	MON CO LN Carpenteria Ave	ANZAR RD	5	1.633	2	SJ		1.633		1.633
134	Chalone Rd	La gloria Rd	End	7	1.165	2	SC			1.165	1.165
72	Chappell Rd - (1/2 City)	0.16M E/Kirkpatrick Dr	End	6	0.130	2	NC			0.130	0.130
8032	Chokebutt Rd	Mexican Lake Rd - (BLM)	Fresno County Line	7	0.950	2	SC			0.950	0.950
57	Churchill Rd	End	Fairview Rd	6	0.590	2	NC			0.590	0.590
83	Cienega Rd	Old Airline Highway	Union Road	5	16.800	2	Panoche		16.800		16.800
83	Cienega Rd	Old Airline Highway	SHWY 25	5	1.700	2	Panoche		1.700		1.700
83	Cienega Rd	San Benito St	0.23M S/Nash Road	5	0.320	2	Panoche		0.320		0.320
83	Cienega Rd Extension	Hospital Rd	0.4M S/Union Road	5	0.600	2	Panoche		0.600		0.600
108	Clear Creek Rd	COALINGA RD	NEW IDRIA RD	6	14.550	2	SC			14.550	14.550
109	Coalinga Rd	SHWY 25	Fresno County Line	6	24.728	2	SC			24.728	24.728
11	Cole Rd	SHWY 101	Anzar Rd	6	2.235	2	SJ			2.235	2.235
59	Comstock Rd	Fairview Rd	End	6	4.655	2	NC			4.655	4.655
100	Cottonwood Rd	PANOCHE RD	End	7	3.000	2	Panoche			3.000	3.000
41	County Labor Camp Rd	0.123M SE/Southside Rd	Southside Rd	7	0.123	2	Panoche			0.123	0.123
90	Cowden Rd	Hospital Rd	End	7	0.745	2	SJ			0.745	0.745
146	Crestview Ln	Valley View Rd	End	7	0.200	2	NC			0.200	0.200
129A	D Street - TP	Fourth St	Fifth St	7	0.076	2	NC			0.076	0.076

EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
68A	Dooling Rd	Rosa Morada Rd	Fallon Rd	6	0.862	2	NC			0.862	0.862
26	Duncan Ave	LUCY BROWN LN	BIXBY RD	6	0.994	2	SJ			0.994	0.994
85	Enterprise Rd	Southside Rd	SHWY 25	6	1.036	2	NC			1.036	1.036
129F	F Street - TP	Quien Sabe Rd	End	7	0.500	2	NC			0.500	0.500
53	Fairview Rd	SHWY 25	0.41M N/SHWY 25	3	0.410	2	NC	0.410			0.410
53	Fairview Rd	1.06M N/SHWY 25	San Felipe Rd	3	8.810	2	NC	8.810			8.810
60	Fallon Rd	Hollister City Limit	Fairview Rd	5	1.778	2	NC		1.778		1.778
60	Fallon Rd	Fairview Rd	Spring Grove Rd	6	1.448	2	NC		1.448		1.448
129C	Fifth Street - TP	SHWY 25	D Street - TP	7	0.083	2	NC			0.083	0.083
129D	Fifth Street - TP	F Street	Southside Rd	7	0.033	2	NC			0.033	0.033
129G	First Street - TP	End	SHWY 25	7	0.077	2	NC			0.077	0.077
32	Flint Rd	SHWY 156	End	7	0.781	2	SJ			0.781	0.781
44	Flynn Rd	SHWY 25	County Line	6	0.161	2	NC			0.161	0.161
55	Foothill Rd	Orchard Rd	End	7	1.075	2	NC			1.075	1.075
19	Forest Rd	Anzar Rd	School Rd				SJ			0.459	0.459
160	Fourth St	SHWY 156	SBT RIVER				NC	1.052			1.052
129B	Fourth Street	D Street - TP	SHWY 25				NC			0.070	0.070
47	Frazier Lake Rd	Shore Rd	SCL CO LN				NC		3.415		3.415
31	Freitas Rd	Bixby Rd	Mitchell Rd				SJ		1.893		1.893
51	Frye Lane	End	Shore Rd				NC			0.594	0.594
16	Garden Ave	MON CO LN Carpenteria Ave	End	7	0.100	2	NC			0.100	0.100
73B	Gardenia Ln	End	Santa Ana R	7	0.140	2	NC			0.140	0.140
62	Grant Rd	Fallon Rd	E	7	0.922	2	NC			0.922	0.922
87	Grass Valley Rd	Cienega Rd	End	7	1.760	2	Panoche			1.760	1.760
149	Griffin Rd - (250 ft)	MON CO LN	End	7	0.053	2	Panoche			0.053	0.053
79A	~~Harbern Way~~	~~End~~	~~Best Rd~~	~~7~~	~~0.454~~	~~2~~	~~NC~~			~~0.454~~	~~0.454~~
97	Harlan (Mountain) Road	1.96 M W/Limekiln Road	Limekiln Road	7	1.960	2	Panoche			1.960	1.960
124	Highland Dr	Sunnyslope Rd	End	7	0.261	2	NC			0.261	0.261
135	Hill Top Rd	Valley View Rd	End	7	0.179	2	NC			0.179	0.179
76	Hillcrest Rd	CL .04 E/Busby Ct	CL 0.3M W/Fairview Rd	3	0.620	2	NC	0.620			0.620
140	Hillside Rd	SAN JUAN CYN RD	SAN JUAN CYN RD	7	0.829	2	SJ			0.829	0.829
84	Hospital Rd	Cienega Rd	Southside Rd	6	0.982	2	SJ			0.982	0.982
46	Hudner Ln	SHWY 25	Brook Hollow Rd	7	1.065	2	NC			1.065	1.065
78	John Smith Rd	Fairview Rd	0.35M E/Fairview Rd	5	0.350	2	NC		0.350		0.350
78	John Smith Rd	0.35M E/Fairview Rd	John Smith Landfill	5	1.860	2	NC		1.860		1.860
78	John Smith Rd	John Smith Landfill	Santa Ana Valley Rd	6	2.750	2	NC		2.750		2.750
113	King City Rd (Bitterwater Road)	Monterey Co Line	SHWY 25	4	6.250	2	SC	6.250			6.250
139	KT Road	End	Thomas Rd	7	0.564	2	Panoche			0.564	0.564
116	La Gloria Rd	Monterey Co Line	SHWY 25	7	7.692	2	SC			7.692	7.692
136	Ladd Lane	End	Southside Rd	7	0.188	2	Panoche			0.188	0.188
48	Lake Road	Shore Rd	SCL CO LN	7	1.181	2	NC			1.181	1.181
133	Lewis Creek Rd	SHWY 25	MON CO LN	7	0.216	2	SC			0.216	0.216
133	Lewis Creek Rd	MON CO LN	MON CO LN	7	0.296	2	SC			0.296	0.296
95	Limekiln Rd	End	Cienega Rd	7	1.440	2	Panoche			1.440	1.440
10	Little Merrill Rd	Rocks Rd	End	7	0.389	2	SJ			0.389	0.389
101	Little Panoche Rd	PANOCHE RD	Fresno County Line	5	6.360	2	Panoche		6.360		6.360

Deleted. This road is a subdivision road, dedicated but had not been accepted by the County (per 8 65 SM).

EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
137	Live Oak Rd	End	SHWY 25	7	0.251	2	SC			0.251	0.251
145	Loma Vista Ave	Valley View Rd	End	7	0.199	2	NC			0.199	0.199
69	Lone Tree Rd	Fairview Rd	End	6	10.674	2	NC			10.674	10.674
152	Lonoak/King City Rd	MON CO LN	MON CO LN	4	4.579	2	SC	4.579			4.579
56	Los Viboras Rd	Fairview Rd	End	6	1.200	2	NC			1.200	1.200
50	Lovers Lane Rd	Shore Rd	Santa Clara Co Line	6	2.276	2	NC			2.276	2.276
25	Lucy Brown Ln	SHWY 156	San Justo Rd	5	1.097	2	SJ		1.097		1.097
25	Lucy Brown Ln	San Justo Rd	End	7	0.197	2	SJ			0.197	0.197
70	Magladry Rd	Lone Tree Rd	End	7	0.415	2	NC			0.415	0.415
75	Mansfield Rd	Fairview Rd	End	7	0.504	2	NC			0.504	0.504
71	McCloskey Rd	0.19M E/San Felipe Rd	Fairview Rd	5	1.880	2	NC		1.880		1.880
45	McConnell Rd	SHWY 25	End	7	0.753	2	NC			0.753	0.753
8019	McCreery Ranch Rd	SANTA ANITA RD	Merced County Line	7	9.700	2	Panoche			9.700	9.700
8020	McCreery Ranch Rd	McCreery Ranch Rd	End	7	8.680	2	Panoche			8.680	8.680
64	McMahon Rd	Fallon Rd	End	7	0.810	2	NC			0.810	0.810
53A	Meridian	End	Fairview Rd	7	0.360	2	NC			0.360	0.360
6	Merrill Rd	SHWY 101	SHWY 101	7	1.615	2	SJ			1.615	1.615
132	Mexican Lake Rd	Clear Creek Rd	Fresno County Line	7	7.960	2	SC			7.960	7.960
28	Mission Vineyard Rd	San Juan Canyon Rd	0.13M S San Juan Hollister Rd.	6	0.800	2	SJ			0.800	0.800
33	Mitchell Rd	SHWY 156	Freitas Rd	5	0.484	2	SJ		0.484		0.484
33	Mitchell Rd	Freitas Rd	End	7	0.144	2	SJ			0.144	0.144
29	Monterey St	SHWY 156	CL @ Mucklemi St	4	0.040	2	SJ			0.040	0.040
68B	Morada Ln	Dooling Rd	End	7	0.450	2	NC			0.450	0.450
93	Murphy Rd	SHWY 25	End	7	1.670	2	Panoche			1.670	1.670
82	Nash Rd	Riverside	City Limit	6	0.460	2	SJ			0.460	0.460
107	New Idria Rd	PANOCHE RD	Clear Creek Rd	6	21.368	2	Panoche		21.368		21.368
67	North Fork Rd	MON CO LN	MON CO LN	7	3.325	2	SC			3.325	3.325
103	Norton Rd	PANOCHE RD	Yturriarte Rd	7	0.760	2	Panoche			0.760	0.760
150	Old Airline Hwy	SHWY 25	Cienega Rd	6	2.236	2	Panoche			2.236	2.236
110	Old Hernandez Rd	SHWY 25	Coalinga Rd	6	13.509	2	SC			13.509	13.509
104	Oliver Rd	PANOCHE RD	Yturriarte Rd	7	0.560	2	Panoche			0.560	0.560
27	Olympia Rd	Lucy Brown Ln	Bixby Rd	6	0.994	2	SJ			0.994	0.994
54	Orchard Rd	Fairview Rd	End	6	2.464	2	NC			2.464	2.464
159	Pacheco Hwy	SHWY 156	Fairview Rd	7	1.352	2	NC			1.352	1.352
159	Pacheco Hwy	Fairview Rd	End	7	0.752	2	NC			0.752	0.752
142	Pajaro Rd	SHWY 129	End	7	0.070	2	SJ			0.070	0.070
69A	Pan Tempo Way	End	Lone Tree Rd	7	0.437	2	NC			0.437	0.437
98	Panoche Rd	SHWY RTE 25	LITTLE PANOCHE RD	5	28.940	2	Panoche		28.940		28.940
98	Panoche Rd	LITTLE PANOCHE RD	NEW IDRIA RD	5	3.780	2	Panoche		3.780		3.780
98	Panoche Rd	NEW IDRIA RD	FRE CO LN	5	6.720	2	Panoche		6.720		6.720
21	Payne Rd	School Rd	End	7	0.300	2	SJ			0.300	0.300
117	Pine Tree Ave	MON CO LN	End	7	0.098	2	SJ			0.098	0.098
24	Prescott Rd	SAN JUAN HWY	San Justo Rd	6	0.482	2	SJ			0.482	0.482
17	Quarry Rd	MON CO LN Carpenteria Ave	Quarry Road	5	0.643	2	SJ		0.643		0.643
8017	Quien Sabe Ranch Rd	Quien Sabe Ranch Rd	End	7	4.100	2	Panoche			4.100	4.100
8018	Quien Sabe Ranch Rd	Quien Sabe Ranch Rd	SANTA ANITA RD	7	6.340	2	Panoche			6.340	6.340

EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
92	Quien Sabe Rd	Bolado Rd	SHWY 25	6	0.204	2	NC			0.204	0.204
92	Quien Sabe Rd	SHWY 25	Santa Ana Valley Rd	6	3.444	2	Panoche			3.444	3.444
92	Quien Sabe Rd	Santa Ana Valley Rd	Quien Sabe Ranch Rd	6	5.264	2	Panoche			5.264	5.264
105	Recalde Rd	PANOCHE RD	Dan Berg Rd	7	1.337	2	Panoche			1.337	1.337
106	Recalde Rd (Dan Berg Rd)	PANOCHE RD	Recalde Rd	7	0.487	2	Panoche			0.487	0.487
166	River Parkway	Nash Road	San Benito Street	7	0.590	2	NC			0.590	0.590
158	Riveroaks Rd	SHWY 129	SHWY 129	7	0.113	2	SJ			0.113	0.113
81	Riverside Rd	Union Road	Nash Road	6	0.627	2	SJ			0.627	0.627
81	Riverside Rd	Nash Road	End	6	0.647	2	SJ			0.647	0.647
9	Rocks Road	SHWY 101	SHWY 156	6	2.279	2	SJ			2.279	2.279
68	Rosa Morada Rd	Fairview Rd	End	6	1.008	2	NC			1.008	1.008
15	Rose Ave	MON CO LN Carpenteria Ave	End	7	0.167	2	SJ			0.167	0.167
3	SALINAS RD	SAN JUAN CYN RD	CL @ SAN JUAN-HOLLISTER RD	5	0.220	2	SJ		0.220		0.220
3	SALINAS RD	MON CO LN	SAN JUAN CYN RD	5	4.220	2	SJ		4.220		4.220
111	San Benito Lateral	SHWY 25	Old Hernandez Rd	7	0.655	2	SC			0.655	0.655
122	San Benito St.	Union Rd	0.17M S/Nash Rd	3	0.540	2	NC	0.540			0.540
52	SAN FELIPE RD	0.9 N/FALLON RD	SHWY 156	3	0.594	2	NC	0.594			0.594
52	SAN FELIPE RD	SHWY 156	Santa Clara Co Line	5	4.500	2	NC		4.500		4.500
2	SAN JUAN CYN RD	MON CO LN	SALINAS RD	5	10.400	2	SJ		10.400		10.400
4	SAN JUAN HWY	CL 0.3M S/PRESCOTT R	SHWY 101	3	2.640	2	SJ	2.640			2.640
23	San Justo Rd	SAN JUAN HWY	Lucy Brown Ln	5	3.110	2	SJ		3.110		3.110
73	Santa Ana Rd	City Limit (Chappell Rd)	Fairview Rd	5	1.742	2	NC		1.742		1.742
130	Santa Ana Valley Rd	Fairview Rd	Quien Sabe Rd	6	7.425	2	NC		7.425		7.425
74	Santa Anita Rd	Quien Sabe Rd	Browns Valley	7	6.000	2	NC			6.000	6.000
157	Santa Rosa Dr	Fallon Rd	End	7	0.159	2	NC			0.159	0.159
155	Sawmill Creek Rd	WildAss Rd	Mexican Lake Rd	7	6.010	2	SC			6.010	6.010
61	Scagliotti Rd	End	Fallon Rd	7	0.927	2	NC			0.927	0.927
20	School Rd	Anzar Rd	SHWY 129	7	3.352	2	SJ			3.352	3.352
154	Searle Rd	SHWY 156	SHWY 129	6	1.930	2	SJ			1.930	1.930
13	Seely Ave	MON CO LN Carpenteria Ave	End	7	0.693	2	SJ			0.693	0.693
49	Shore Rd	San Felipe Rd	SHWY 25	4	3.950	2	NC	3.950			3.950
151	SJ/Holl (Junkyd - Ponds)	Fourth St	Fourth St	7	0.634	2	SJ			0.634	0.634
151C	SJ/Holl (SJ Cyn Rd - 156)	The Alameda	SHWY 156	7	0.750	2	SJ			0.750	0.750
151B	SJ/Holl (Union-4th St.)	Union Rd	Fourth St	7	1.070	2	SJ			1.070	1.070
12	Snyder Ave	MON CO LN Carpenteria Ave	End	7	0.681	2	SJ			0.681	0.681
86	Southside Rd	0.008M N/UNION RD	0.02M S/CAROUSEL DR	4	0.214	2	Panoche	0.214			0.214
86	Southside Rd	ENTERPRISE RD	0.008 N/UNION RD	4	0.238	2	Panoche	0.238			0.238
86	Southside Rd	0.089M NW/CO LABOR CAMP RD	ENTERPRISE RD	4	0.448	2	Panoche	0.448			0.448
86	Southside Rd	0.481M W/BLOSSOM LN	0.089M NW/CO LABOR CAMP RD	4	1.181	2	Panoche	1.181			1.181
86	Southside Rd	SHWY 25	0.481 W/BLOSSOM LN	4	5.428	2	Panoche	5.428			5.428
63	Spring Grove Rd	Fairview Rd	End	7	1.940	2	NC			1.940	1.940
77	Sunnyslope Rd	City Limit	Fairview Rd	3	0.322	2	NC	0.322			0.322
110A	Taylor Rd	Old Hernandez Rd	End	7	0.490	2	SC			0.490	0.490
129E	Third Street - TP	F Street	End	7	0.077	2	Panoche			0.077	0.077
88	Thomas Rd	End	Southside Rd	7	2.714	2	Panoche			2.714	2.714
8021	Topo Valley Rd	King City Rd	Topo Valley Rd	7	5.590	2	SC			5.590	5.590

EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
8022	Topo Valley Rd	SH 25	End	7	5.230	2	SC			5.230	5.230
80	Union Rd	SHWY 156	SHWY 25	3	4.800	2	Panoche	4.800			4.800
96	Valley View Rd	Crestview Dr	CL .05 N/HILLTOP RD	6	0.090	2	NC			0.090	0.090
66	Westside Rd	Miller Rd	Buena Vista Rd	7	0.682	2	NC			0.682	0.682
153	WildAss Rd	Mexican Lake Rd	End	7	3.090	2	SC			3.090	3.090
112	Willow Creek Rd	Old Hernandez Rd	End	7	5.065	2	SC			5.065	5.065
94	Willow Grove Rd	SHWY 25	End	7	0.137	2	Panoche			0.137	0.137
37	Wright Rd	BUENA VISTA RD	San Felipe Rd	5	2.600	2	NC		2.600		2.600
40	Y Road	San Juan Hwy	End	4	2.569	2	SJ	2.569			2.569
102	Yturriarte Rd	Panoche Rd	Norton Rd	7	4.664	2	Panoche			4.664	4.664
TOTAL					449.287			44.645	149.048	255.594	449.287

FHWA Functional Class Code

1 Interstate
2 Other Freeways and Expressways
3 Principal Arterial - Other
4 Minor Arterial
5 Major Collector
6 Minor Collector
7 Local

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BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS CERTIFYING THE 2023 COUNTY MAINTAINED ROAD MILEAGE	Resolution No. 2023-**49**

WHEREAS, section 2121 of the Streets and Highways Code provides that in May of each year, each County shall submit to the Department of Transportation (CALTRANS) any additions to or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2022-53 on May 10, 2022, certifying the updated County maintained roads with total mileage of 449.741 miles; and

WHEREAS, since adoption of Resolution No. 2022-53, staff discovered that Harbern Way, a subdivision street with an offer of dedication that had not been accepted by the County, was included in the County's record of total mileage of maintained County roads; and

WHEREAS, the Board of Supervisors desires to correct its record of total mileage of maintained County roads; and

WHEREAS, the County has updated its record of total mileage of maintained County roads to be **449.287** miles for the year 2023; and

WHEREAS, the County's updated record of total mileage of maintained County roads, including the termini and mileage of each route, is set forth in the spreadsheet attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the County has prepared a spreadsheet highlighting the removal of Harbern Way from the list of County maintained roads, which is attached hereto and incorporated herein by reference as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the San Benito County Board of Supervisors hereby certifies the 2023 updated record of County maintained roads and declares the total mileage of maintained County roads to be **449.287** miles, as indicated in Exhibit A, which reflects the termini and mileage of each route, incorporating the correction and adjustment set forth in Exhibit B; and

BE IT FURTHER RESOLVED, that the San Benito County Board of Supervisors hereby orders that this Resolution and all of its Exhibits shall supersede Resolution No. 2022-53 and Exhibits thereto; and

BE IT FURTHER RESOLVED, that the San Benito County Board of Supervisors hereby orders that a copy of this Resolution and all of its Exhibits shall be filed in the Office of the San Benito County Resource Management Agency; and

BE IT FURTHER RESOLVED, that the San Benito County Board of Supervisors hereby orders the San Benito County Resource Management Agency, Public Works Division staff transmit a certified copy of this Resolution and all of its Exhibits to the Department of Transportation.

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PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 9th DAY OF MAY, 2023 BY THE FOLLOWING VOTE:

Ayes: **5**	Supervisor(s):	**Sotelo, Curro, Zanger, Kosmicki, Gonzales**
Noes: **0**	Supervisor(s):	**None**
Absent: **0**	Supervisor(s):	**None**
Abstain: **0**	Supervisor(s):	**None**

DocuSigned by:
By: Mindy Sotelo
BCAC4A983F63409...
Mindy Sotelo, Chair
San Benito County Board of Supervisors

ATTEST:

DocuSigned by:
By: Vanessa Delgado
3BEFBC2E3B23439...
Vanessa Delgado, Clerk of the Board

Date: **5/09/2023**

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: April 28, 2023

DocuSign Envelope ID: 20C9665A-6922-49E5-9436-9E855F0958EC

EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
58	Acquistapace Rd	Fairview Rd	End	6	0.572	2	NC			0.572	0.572
5	Anzar Rd	Carr Ave	San Juan Hwy	5	4.250	2	SJ		4.250		4.250
18	Aromitas Rd	Quarry Rd	Anzar Rd	6	1.295	2	SJ		1.295		1.295
59A	Arroyo Seco Dr	Comstock	End	7	0.403	2	NC			0.403	0.403
8031	Aurora Cutoff	Mexican Lake Rd - (BLM)	Clear Creek Rd	7	1.460	2	SC			1.460	1.460
143	Barnheisel Rd	SHWY 156	End	7	0.142	2	NC			0.142	0.142
165	Beaver Dam Rd	COALINGA RD	End	7	0.075	2	SC			0.075	0.075
65	Benito Rd	McMahon	Spring Grove Rd	6	0.321	2	NC			0.321	0.321
79	Best Rd	SHWY 25	0.109 N/SHWY 25	6	0.109	2	NC			0.109	0.109
79	Best Rd	0.109 N/SHWY 25	John Smith Rd	6	1.131	2	NC			1.131	1.131
163	Betabel Rd	End	End	7	1.704	2	SJ			1.704	1.704
30	Bixby Rd	SHWY 156	Freitas Rd	5	0.482	2	SJ		0.482		0.482
30	Bixby Rd	Freitas Rd	Duncan Ave	5	0.522	2	SJ		0.522		0.522
30	Bixby Rd	Duncan Ave	End	5	0.212	2	SJ		0.212		0.212
89	Blossom Ln	End	Southside Rd	7	0.464	2	Panoche			0.464	0.464
91	Bolado Rd	Southside Rd	SHWY 25	6	1.054	2	Panoche			1.054	1.054
38	Breen Rd	SHWY 156	End	7	0.831	2	SJ			0.831	0.831
141	Briggs Rd	Wright Rd	SHWY 25	7	0.742	2	NC			0.742	0.742
7	Brown Rd	Cannon Rd	Merril Rd	7	0.817	2	SJ			0.817	0.817
99	Browns Valley Rd	PANOCHE RD	SANTA ANITA RD	6	6.500	2	Panoche			6.500	6.500
34	Buena Vista Rd	Wright Rd	0.07M W/Bereseni Ln	5	0.840	2	NC		0.840		0.840
34	Buena Vista Rd	End	Wright Rd	5	0.521	2	NC		0.521		0.521
34	Buena Vista Rd (1/2 City)	0.07M W/Bereseni Ln	Carnoble Drive	5	0.370	2	NC		0.370		0.370
34	Buena Vista Rd (1/2 City)	Miller Rd	0.09M E/Westside Rd	5	0.430	2	NC		0.430		0.430
34	Buena Vista Rd (1/2 City)	0.09M W/Locust Ave	Locust Ave	5	0.090	2	NC		0.090		0.090
39	Cagney Rd	Breen Rd	End	7	0.535	2	SJ			0.535	0.535
8	Cannon Rd	SHWY 101	Anzar Rd	6	2.044	2	SJ			2.044	2.044
162	Carpenter Dr	Fallon Rd	McMahon Rd	6	0.867	2	NC			0.867	0.867
14	Carr Ave	MON CO LN Carpenteria Ave	ANZAR RD	5	1.633	2	SJ		1.633		1.633
134	Chalone Rd	La gloria Rd	End	7	1.165	2	SC			1.165	1.165
72	Chappell Rd - (1/2 City)	0.16M E/Kirkpatrick Dr	End	6	0.130	2	NC			0.130	0.130
8032	Chokebutt Rd	Mexican Lake Rd - (BLM)	Fresno County Line	7	0.950	2	SC			0.950	0.950
57	Churchill Rd	End	Fairview Rd	6	0.590	2	NC			0.590	0.590
83	Cienega Rd	Old Airline Highway	Union Road	5	16.800	2	Panoche		16.800		16.800
83	Cienega Rd	Old Airline Highway	SHWY 25	5	1.700	2	Panoche		1.700		1.700
83	Cienega Rd	San Benito St	0.23M S/Nash Road	5	0.320	2	Panoche		0.320		0.320
83	Cienega Rd Extension	Hospital Rd	0.4M S/Union Road	5	0.600	2	Panoche		0.600		0.600
108	Clear Creek Rd	COALINGA RD	NEW IDRIA RD	6	14.550	2	SC			14.550	14.550
109	Coalinga Rd	SHWY 25	Fresno County Line	6	24.728	2	SC			24.728	24.728
11	Cole Rd	SHWY 101	Anzar Rd	6	2.235	2	SJ			2.235	2.235
59	Comstock Rd	Fairview Rd	End	6	4.655	2	NC			4.655	4.655
100	Cottonwood Rd	PANOCHE RD	End	7	3.000	2	Panoche			3.000	3.000
41	County Labor Camp Rd	0.123M SE/Southside Rd	Southside Rd	7	0.123	2	Panoche			0.123	0.123
90	Cowden Rd	Hospital Rd	End	7	0.745	2	SJ			0.745	0.745
146	Crestview Ln	Valley View Rd	End	7	0.200	2	NC			0.200	0.200
129A	D Street - TP	Fourth St	Fifth St	7	0.076	2	NC			0.076	0.076

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EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
68A	Dooling Rd	Rosa Morada Rd	Fallon Rd	6	0.862	2	NC			0.862	0.862
26	Duncan Ave	LUCY BROWN LN	BIXBY RD	6	0.994	2	SJ			0.994	0.994
85	Enterprise Rd	Southside Rd	SHWY 25	6	1.036	2	NC			1.036	1.036
129F	F Street - TP	Quien Sabe Rd	End	7	0.500	2	NC			0.500	0.500
53	Fairview Rd	SHWY 25	0.41M N/SHWY 25	3	0.410	2	NC	0.410			0.410
53	Fairview Rd	1.06M N/SHWY 25	San Felipe Rd	3	8.810	2	NC	8.810			8.810
60	Fallon Rd	Hollister City Limit	Fairview Rd	5	1.778	2	NC		1.778		1.778
60	Fallon Rd	Fairview Rd	Spring Grove Rd	6	1.448	2	NC		1.448		1.448
129C	Fifth Street - TP	SHWY 25	D Street - TP	7	0.083	2	NC			0.083	0.083
129D	Fifth Street - TP	F Street	Southside Rd	7	0.033	2	NC			0.033	0.033
129G	First Street - TP	End	SHWY 25	7	0.077	2	NC			0.077	0.077
32	Flint Rd	SHWY 156	End	7	0.781	2	SJ			0.781	0.781
44	Flynn Rd	SHWY 25	County Line	6	0.161	2	NC			0.161	0.161
55	Foothill Rd	Orchard Rd	End	7	1.075	2	NC			1.075	1.075
19	Forest Rd	Anzar Rd	School Rd	6	0.459	2	SJ			0.459	0.459
160	Fourth St	SHWY 156	SBT RIVER	3	1.052	2	NC	1.052			1.052
129B	Fourth Street	D Street - TP	SHWY 25	7	0.070	2	NC			0.070	0.070
47	Frazier Lake Rd	Shore Rd	SCL CO LN	5	3.415	2	NC		3.415		3.415
31	Freitas Rd	Bixby Rd	Mitchell Rd	5	1.893	2	SJ		1.893		1.893
51	Frye Lane	End	Shore Rd	6	0.594	2	NC			0.594	0.594
16	Garden Ave	MON CO LN Carpenteria Ave	End	7	0.100	2	NC			0.100	0.100
73B	Gardenia Ln	End	Santa Ana Rd	7	0.140	2	NC			0.140	0.140
62	Grant Rd	Fallon Rd	End	7	0.922	2	NC			0.922	0.922
87	Grass Valley Rd	Cienega Rd	End	7	1.760	2	Panoche			1.760	1.760
149	Griffin Rd - (250 ft)	MON CO LN	End	7	0.053	2	Panoche			0.053	0.053
97	Harlan (Mountain) Road	1.96 M W/Limekiln Road	Limekiln Road	7	1.960	2	Panoche			1.960	1.960
124	Highland Dr	Sunnyslope Rd	End	7	0.261	2	NC			0.261	0.261
135	Hill Top Rd	Valley View Rd	End	7	0.179	2	NC			0.179	0.179
76	Hillcrest Rd	CL .04 E/Busby Ct	CL 0.3M W/Fairview Rd	3	0.620	2	NC	0.620			0.620
140	Hillside Rd	SAN JUAN CYN RD	SAN JUAN CYN RD	7	0.829	2	SJ			0.829	0.829
84	Hospital Rd	Cienega Rd	Southside Rd	6	0.982	2	SJ			0.982	0.982
46	Hudner Ln	SHWY 25	Brook Hollow Rd	7	1.065	2	NC			1.065	1.065
78	John Smith Rd	Fairview Rd	0.35M E/Fairview Rd	5	0.350	2	NC		0.350		0.350
78	John Smith Rd	0.35M E/Fairview Rd	John Smith Landfill	5	1.860	2	NC		1.860		1.860
78	John Smith Rd	John Smith Landfill	Santa Ana Valley Rd	6	2.750	2	NC		2.750		2.750
113	King City Rd (Bitterwater Road)	Monterey Co Line	SHWY 25	4	6.250	2	SC	6.250			6.250
139	KT Road	End	Thomas Rd	7	0.564	2	Panoche			0.564	0.564
116	La Gloria Rd	Monterey Co Line	SHWY 25	7	7.692	2	SC			7.692	7.692
136	Ladd Lane	End	Southside Rd	7	0.188	2	Panoche			0.188	0.188
48	Lake Road	Shore Rd	SCL CO LN	7	1.181	2	NC			1.181	1.181
133	Lewis Creek Rd	SHWY 25	MON CO LN	7	0.216	2	SC			0.216	0.216
133	Lewis Creek Rd	MON CO LN	MON CO LN	7	0.296	2	SC			0.296	0.296
95	Limekiln Rd	End	Cienega Rd	7	1.440	2	Panoche			1.440	1.440
10	Little Merrill Rd	Rocks Rd	End	7	0.389	2	SJ			0.389	0.389
101	Little Panoche Rd	PANOCHE RD	Fresno County Line	5	6.360	2	Panoche		6.360		6.360
137	Live Oak Rd	End	SHWY 25	7	0.251	2	SC			0.251	0.251

EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
145	Loma Vista Ave	Valley View Rd	End	7	0.199	2	NC			0.199	0.199
69	Lone Tree Rd	Fairview Rd	End	6	10.674	2	NC			10.674	10.674
152	Lonoak/King City Rd	MON CO LN	MON CO LN	4	4.579	2	SC	4.579			4.579
56	Los Viboras Rd	Fairview Rd	End	6	1.200	2	NC			1.200	1.200
50	Lovers Lane Rd	Shore Rd	Santa Clara Co Line	6	2.276	2	NC			2.276	2.276
25	Lucy Brown Ln	SHWY 156	San Justo Rd	5	1.097	2	SJ		1.097		1.097
25	Lucy Brown Ln	San Justo Rd	End	7	0.197	2	SJ			0.197	0.197
70	Magladry Rd	Lone Tree Rd	End	7	0.415	2	NC			0.415	0.415
75	Mansfield Rd	Fairview Rd	End	7	0.504	2	NC			0.504	0.504
71	McCloskey Rd	0.19M E/San Felipe Rd	Fairview Rd	5	1.880	2	NC		1.880		1.880
45	McConnell Rd	SHWY 25	End	7	0.753	2	NC			0.753	0.753
8019	McCreery Ranch Rd	SANTA ANITA RD	Merced County Line	7	9.700	2	Panoche			9.700	9.700
8020	McCreery Ranch Rd	McCreery Ranch Rd	End	7	8.680	2	Panoche			8.680	8.680
64	McMahon Rd	Fallon Rd	End	7	0.810	2	NC			0.810	0.810
53A	Meridian	End	Fairview Rd	7	0.360	2	NC			0.360	0.360
6	Merrill Rd	SHWY 101	SHWY 101	7	1.615	2	SJ			1.615	1.615
132	Mexican Lake Rd	Clear Creek Rd	Fresno County Line	7	7.960	2	SC			7.960	7.960
28	Mission Vineyard Rd	San Juan Canyon Rd	0.13M S San Juan Hollister Rd.	6	0.800	2	SJ			0.800	0.800
33	Mitchell Rd	SHWY 156	Freitas Rd	5	0.484	2	SJ		0.484		0.484
33	Mitchell Rd	Freitas Rd	End	7	0.144	2	SJ			0.144	0.144
29	Monterey St	SHWY 156	CL @ Mucklemi St	4	0.040	2	SJ			0.040	0.040
68B	Morada Ln	Dooling Rd	End	7	0.450	2	NC			0.450	0.450
93	Murphy Rd	SHWY 25	End	7	1.670	2	Panoche			1.670	1.670
82	Nash Rd	Riverside	City Limit	6	0.460	2	SJ			0.460	0.460
107	New Idria Rd	PANOCHE RD	Clear Creek Rd	6	21.368	2	Panoche		21.368		21.368
67	North Fork Rd	MON CO LN	MON CO LN	7	3.325	2	SC			3.325	3.325
103	Norton Rd	PANOCHE RD	Yturriarte Rd	7	0.760	2	Panoche			0.760	0.760
150	Old Airline Hwy	SHWY 25	Cienega Rd	6	2.236	2	Panoche			2.236	2.236
110	Old Hernandez Rd	SHWY 25	Coalinga Rd	6	13.509	2	SC			13.509	13.509
104	Oliver Rd	PANOCHE RD	Yturriarte Rd	7	0.560	2	Panoche			0.560	0.560
27	Olympia Rd	Lucy Brown Ln	Bixby Rd	6	0.994	2	SJ			0.994	0.994
54	Orchard Rd	Fairview Rd	End	6	2.464	2	NC			2.464	2.464
159	Pacheco Hwy	SHWY 156	Fairview Rd	7	1.352	2	NC			1.352	1.352
159	Pacheco Hwy	Fairview Rd	End	7	0.752	2	NC			0.752	0.752
142	Pajaro Rd	SHWY 129	End	7	0.070	2	SJ			0.070	0.070
69A	Pan Tempo Way	End	Lone Tree Rd	7	0.437	2	NC			0.437	0.437
98	Panoche Rd	SHWY RTE 25	LITTLE PANOCHE RD	5	28.940	2	Panoche		28.940		28.940
98	Panoche Rd	LITTLE PANOCHE RD	NEW IDRIA RD	5	3.780	2	Panoche		3.780		3.780
98	Panoche Rd	NEW IDRIA RD	FRE CO LN	5	6.720	2	Panoche		6.720		6.720
21	Payne Rd	School Rd	End	7	0.300	2	SJ			0.300	0.300
117	Pine Tree Ave	MON CO LN	End	7	0.098	2	SJ			0.098	0.098
24	Prescott Rd	SAN JUAN HWY	San Justo Rd	6	0.482	2	SJ			0.482	0.482
17	Quarry Rd	MON CO LN Carpenteria Ave	Quarry Road	5	0.643	2	SJ		0.643		0.643
8017	Quien Sabe Ranch Rd	Quien Sabe Ranch Rd	End	7	4.100	2	Panoche			4.100	4.100
8018	Quien Sabe Ranch Rd	Quien Sabe Ranch Rd	SANTA ANITA RD	7	6.340	2	Panoche			6.340	6.340
92	Quien Sabe Rd	Bolado Rd	SHWY 25	6	0.204	2	NC			0.204	0.204

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EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
92	Quien Sabe Rd	SHWY 25	Santa Ana Valley Rd	6	3.444	2	Panoche			3.444	3.444
92	Quien Sabe Rd	Santa Ana Valley Rd	Quien Sabe Ranch Rd	6	5.264	2	Panoche			5.264	5.264
105	Recalde Rd	PANOCHE RD	Dan Berg Rd	7	1.337	2	Panoche			1.337	1.337
106	Recalde Rd (Dan Berg Rd)	PANOCHE RD	Recalde Rd	7	0.487	2	Panoche			0.487	0.487
166	River Parkway	Nash Road	San Benito Street	7	0.590	2	NC			0.590	0.590
158	Riveroaks Rd	SHWY 129	SHWY 129	7	0.113	2	SJ			0.113	0.113
81	Riverside Rd	Union Road	Nash Road	6	0.627	2	SJ			0.627	0.627
81	Riverside Rd	Nash Road	End	6	0.647	2	SJ			0.647	0.647
9	Rocks Road	SHWY 101	SHWY 156	6	2.279	2	SJ			2.279	2.279
68	Rosa Morada Rd	Fairview Rd	End	6	1.008	2	NC			1.008	1.008
15	Rose Ave	MON CO LN Carpenteria Ave	End	7	0.167	2	SJ			0.167	0.167
3	SALINAS RD	SAN JUAN CYN RD	CL @ SAN JUAN-HOLLISTER RD	5	0.220	2	SJ		0.220		0.220
3	SALINAS RD	MON CO LN	SAN JUAN CYN RD	5	4.220	2	SJ		4.220		4.220
111	San Benito Lateral	SHWY 25	Old Hernandez Rd	7	0.655	2	SC			0.655	0.655
122	San Benito St.	Union Rd	0.17M S/Nash Rd	3	0.540	2	NC	0.540			0.540
52	SAN FELIPE RD	0.9 N/FALLON RD	SHWY 156	3	0.594	2	NC	0.594			0.594
52	SAN FELIPE RD	SHWY 156	Santa Clara Co Line	5	4.500	2	NC		4.500		4.500
2	SAN JUAN CYN RD	MON CO LN	SALINAS RD	5	10.400	2	SJ		10.400		10.400
4	SAN JUAN HWY	CL 0.3M S/PRESCOTT R	SHWY 101	3	2.640	2	SJ	2.640			2.640
23	San Justo Rd	SAN JUAN HWY	Lucy Brown Ln	5	3.110	2	SJ		3.110		3.110
73	Santa Ana Rd	City Limit (Chappell Rd)	Fairview Rd	5	1.742	2	NC		1.742		1.742
130	Santa Ana Valley Rd	Fairview Rd	Quien Sabe Rd	6	7.425	2	NC		7.425		7.425
74	Santa Anita Rd	Quien Sabe Rd	Browns Valley	7	6.000	2	NC			6.000	6.000
157	Santa Rosa Dr	Fallon Rd	End	7	0.159	2	NC			0.159	0.159
155	Sawmill Creek Rd	WildAss Rd	Mexican Lake Rd	7	6.010	2	SC			6.010	6.010
61	Scagliotti Rd	End	Fallon Rd	7	0.927	2	NC			0.927	0.927
20	School Rd	Anzar Rd	SHWY 129	7	3.352	2	SJ			3.352	3.352
154	Searle Rd	SHWY 156	SHWY 129	6	1.930	2	SJ			1.930	1.930
13	Seely Ave	MON CO LN Carpenteria Ave	End	7	0.693	2	SJ			0.693	0.693
49	Shore Rd	San Felipe Rd	SHWY 25	4	3.950	2	NC	3.950			3.950
151	SJ/Holl (Junkyd - Ponds)	Fourth St	Fourth St	7	0.634	2	SJ			0.634	0.634
151C	SJ/Holl (SJ Cyn Rd - 156)	The Alameda	SHWY 156	7	0.750	2	SJ			0.750	0.750
151B	SJ/Holl (Union-4th St.)	Union Rd	Fourth St	7	1.070	2	SJ			1.070	1.070
12	Snyder Ave	MON CO LN Carpenteria Ave	End	7	0.681	2	SJ			0.681	0.681
86	Southside Rd	0.008M N/UNION RD	0.02M S/CAROUSEL DR	4	0.214	2	Panoche	0.214			0.214
86	Southside Rd	ENTERPRISE RD	0.008 N/UNION RD	4	0.238	2	Panoche	0.238			0.238
86	Southside Rd	0.089M NW/CO LABOR CAMP RD	ENTERPRISE RD	4	0.448	2	Panoche	0.448			0.448
86	Southside Rd	0.481M W/BLOSSOM LN	0.089M NW/CO LABOR CAMP RD	4	1.181	2	Panoche	1.181			1.181
86	Southside Rd	SHWY 25	0.481 W/BLOSSOM LN	4	5.428	2	Panoche	5.428			5.428
63	Spring Grove Rd	Fairview Rd	End	7	1.940	2	NC			1.940	1.940
77	Sunnyslope Rd	City Limit	Fairview Rd	3	0.322	2	NC	0.322			0.322
110A	Taylor Rd	Old Hernandez Rd	End	7	0.490	2	SC			0.490	0.490
129E	Third Street - TP	F Street	End	7	0.077	2	Panoche			0.077	0.077
88	Thomas Rd	End	Southside Rd	7	2.714	2	Panoche			2.714	2.714
8021	Topo Valley Rd	King City Rd	Topo Valley Rd	7	5.590	2	SC			5.590	5.590
8022	Topo Valley Rd	SH 25	End	7	5.230	2	SC			5.230	5.230

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EXHIBIT A

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
80	Union Rd	SHWY 156	SHWY 25	3	4.800	2	Panoche	4.800			4.800
96	Valley View Rd	Crestview Dr	CL .05 N/HILLTOP RD	6	0.090	2	NC			0.090	0.090
66	Westside Rd	Miller Rd	Buena Vista Rd	7	0.682	2	NC			0.682	0.682
153	WildAss Rd	Mexican Lake Rd	End	7	3.090	2	SC			3.090	3.090
112	Willow Creek Rd	Old Hernandez Rd	End	7	5.065	2	SC			5.065	5.065
94	Willow Grove Rd	SHWY 25	End	7	0.137	2	Panoche			0.137	0.137
37	Wright Rd	BUENA VISTA RD	San Felipe Rd	5	2.600	2	NC		2.600		2.600
40	Y Road	San Juan Hwy	End	4	2.569	2	SJ	2.569			2.569
102	Yturriarte Rd	Panoche Rd	Norton Rd	7	4.664	2	Panoche			4.664	4.664
TOTAL					449.287			44.645	149.048	255.594	449.287

FHWA Functional Class Code

1 Interstate
2 Other Freeways and Expressways
3 Principal Arterial - Other
4 Minor Arterial
5 Major Collector
6 Minor Collector
7 Local

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EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
58	Acquistapace Rd	Fairview Rd	End	6	0.572	2	NC			0.572	0.572
5	Anzar Rd	Carr Ave	San Juan Hwy	5	4.250	2	SJ		4.250		4.250
18	Aromitas Rd	Quarry Rd	Anzar Rd	6	1.295	2	SJ		1.295		1.295
59A	Arroyo Seco Dr	Comstock	End	7	0.403	2	NC			0.403	0.403
8031	Aurora Cutoff	Mexican Lake Rd - (BLM)	Clear Creek Rd	7	1.460	2	SC			1.460	1.460
143	Barnheisel Rd	SHWY 156	End	7	0.142	2	NC			0.142	0.142
165	Beaver Dam Rd	COALINGA RD	End	7	0.075	2	SC			0.075	0.075
65	Benito Rd	McMahon	Spring Grove Rd	6	0.321	2	NC			0.321	0.321
79	Best Rd	SHWY 25	0.109 N/SHWY 25	6	0.109	2	NC			0.109	0.109
79	Best Rd	0.109 N/SHWY 25	John Smith Rd	6	1.131	2	NC			1.131	1.131
163	Betabel Rd	End	End	7	1.704	2	SJ			1.704	1.704
30	Bixby Rd	SHWY 156	Freitas Rd	5	0.482	2	SJ		0.482		0.482
30	Bixby Rd	Freitas Rd	Duncan Ave	5	0.522	2	SJ		0.522		0.522
30	Bixby Rd	Duncan Ave	End	5	0.212	2	SJ		0.212		0.212
89	Blossom Ln	End	Southside Rd	7	0.464	2	Panoche			0.464	0.464
91	Bolado Rd	Southside Rd	SHWY 25	6	1.054	2	Panoche			1.054	1.054
38	Breen Rd	SHWY 156	End	7	0.831	2	SJ			0.831	0.831
141	Briggs Rd	Wright Rd	SHWY 25	7	0.742	2	NC			0.742	0.742
7	Brown Rd	Cannon Rd	Merril Rd	7	0.817	2	SJ			0.817	0.817
99	Browns Valley Rd	PANOCHE RD	SANTA ANITA RD	6	6.500	2	Panoche			6.500	6.500
34	Buena Vista Rd	Wright Rd	0.07M W/Bereseni Ln	5	0.840	2	NC		0.840		0.840
34	Buena Vista Rd	End	Wright Rd	5	0.521	2	NC		0.521		0.521
34	Buena Vista Rd (1/2 City)	0.07M W/Bereseni Ln	Carnoble Drive	5	0.370	2	NC		0.370		0.370
34	Buena Vista Rd (1/2 City)	Miller Rd	0.09M E/Westside Rd	5	0.430	2	NC		0.430		0.430
34	Buena Vista Rd (1/2 City)	0.09M W/Locust Ave	Locust Ave	5	0.090	2	NC		0.090		0.090
39	Cagney Rd	Breen Rd	End	7	0.535	2	SJ			0.535	0.535
8	Cannon Rd	SHWY 101	Anzar Rd	6	2.044	2	SJ			2.044	2.044
162	Carpenter Dr	Fallon Rd	McMahon Rd	6	0.867	2	NC			0.867	0.867
14	Carr Ave	MON CO LN Carpenteria Ave	ANZAR RD	5	1.633	2	SJ		1.633		1.633
134	Chalone Rd	La gloria Rd	End	7	1.165	2	SC			1.165	1.165
72	Chappell Rd - (1/2 City)	0.16M E/Kirkpatrick Dr	End	6	0.130	2	NC			0.130	0.130
8032	Chokebutt Rd	Mexican Lake Rd - (BLM)	Fresno County Line	7	0.950	2	SC			0.950	0.950
57	Churchill Rd	End	Fairview Rd	6	0.590	2	NC			0.590	0.590
83	Cienega Rd	Old Airline Highway	Union Road	5	16.800	2	Panoche		16.800		16.800
83	Cienega Rd	Old Airline Highway	SHWY 25	5	1.700	2	Panoche		1.700		1.700
83	Cienega Rd	San Benito St	0.23M S/Nash Road	5	0.320	2	Panoche		0.320		0.320
83	Cienega Rd Extension	Hospital Rd	0.4M S/Union Road	5	0.600	2	Panoche		0.600		0.600
108	Clear Creek Rd	COALINGA RD	NEW IDRIA RD	6	14.550	2	SC			14.550	14.550
109	Coalinga Rd	SHWY 25	Fresno County Line	6	24.728	2	SC			24.728	24.728
11	Cole Rd	SHWY 101	Anzar Rd	6	2.235	2	SJ			2.235	2.235
59	Comstock Rd	Fairview Rd	End	6	4.655	2	NC			4.655	4.655
100	Cottonwood Rd	PANOCHE RD	End	7	3.000	2	Panoche			3.000	3.000
41	County Labor Camp Rd	0.123M SE/Southside Rd	Southside Rd	7	0.123	2	Panoche			0.123	0.123
90	Cowden Rd	Hospital Rd	End	7	0.745	2	SJ			0.745	0.745
146	Crestview Ln	Valley View Rd	End	7	0.200	2	NC			0.200	0.200
129A	D Street - TP	Fourth St	Fifth St	7	0.076	2	NC			0.076	0.076

EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
68A	Dooling Rd	Rosa Morada Rd	Fallon Rd	6	0.862	2	NC			0.862	0.862
26	Duncan Ave	LUCY BROWN LN	BIXBY RD	6	0.994	2	SJ			0.994	0.994
85	Enterprise Rd	Southside Rd	SHWY 25	6	1.036	2	NC			1.036	1.036
129F	F Street - TP	Quien Sabe Rd	End	7	0.500	2	NC			0.500	0.500
53	Fairview Rd	SHWY 25	0.41M N/SHWY 25	3	0.410	2	NC	0.410			0.410
53	Fairview Rd	1.06M N/SHWY 25	San Felipe Rd	3	8.810	2	NC	8.810			8.810
60	Fallon Rd	Hollister City Limit	Fairview Rd	5	1.778	2	NC		1.778		1.778
60	Fallon Rd	Fairview Rd	Spring Grove Rd	6	1.448	2	NC		1.448		1.448
129C	Fifth Street - TP	SHWY 25	D Street - TP	7	0.083	2	NC			0.083	0.083
129D	Fifth Street - TP	F Street	Southside Rd	7	0.033	2	NC			0.033	0.033
129G	First Street - TP	End	SHWY 25	7	0.077	2	NC			0.077	0.077
32	Flint Rd	SHWY 156	End	7	0.781	2	SJ			0.781	0.781
44	Flynn Rd	SHWY 25	County Line	6	0.161	2	NC			0.161	0.161
55	Foothill Rd	Orchard Rd	End	7	1.075	2	NC			1.075	1.075
19	Forest Rd	Anzar Rd	School Rd				SJ			0.459	0.459
160	Fourth St	SHWY 156	SBT RIVER				NC	1.052			1.052
129B	Fourth Street	D Street - TP	SHWY 25				NC			0.070	0.070
47	Frazier Lake Rd	Shore Rd	SCL CO LN				NC		3.415		3.415
31	Freitas Rd	Bixby Rd	Mitchell Rd				SJ		1.893		1.893
51	Frye Lane	End	Shore Rd				NC			0.594	0.594
16	Garden Ave	MON CO LN Carpenteria Ave	End	7	0.100	2	NC			0.100	0.100
73B	Gardenia Ln	End	Santa Ana R	7	0.140	2	NC			0.140	0.140
62	Grant Rd	Fallon Rd	E	7	0.922	2	NC			0.922	0.922
87	Grass Valley Rd	Cienega Rd	End	7	1.760	2	Panoche			1.760	1.760
149	Griffin Rd - (250 ft)	MON CO LN	End	7	0.053	2	Panoche			0.053	0.053
79A	~~Harbern Way~~	~~End~~	~~Best Rd~~	~~7~~	~~0.454~~	~~2~~	~~NC~~			~~0.454~~	~~0.454~~
97	Harlan (Mountain) Road	1.96 M W/Limekiln Road	Limekiln Road	7	1.960	2	Panoche			1.960	1.960
124	Highland Dr	Sunnyslope Rd	End	7	0.261	2	NC			0.261	0.261
135	Hill Top Rd	Valley View Rd	End	7	0.179	2	NC			0.179	0.179
76	Hillcrest Rd	CL .04 E/Busby Ct	CL 0.3M W/Fairview Rd	3	0.620	2	NC	0.620			0.620
140	Hillside Rd	SAN JUAN CYN RD	SAN JUAN CYN RD	7	0.829	2	SJ			0.829	0.829
84	Hospital Rd	Cienega Rd	Southside Rd	6	0.982	2	SJ			0.982	0.982
46	Hudner Ln	SHWY 25	Brook Hollow Rd	7	1.065	2	NC			1.065	1.065
78	John Smith Rd	Fairview Rd	0.35M E/Fairview Rd	5	0.350	2	NC		0.350		0.350
78	John Smith Rd	0.35M E/Fairview Rd	John Smith Landfill	5	1.860	2	NC		1.860		1.860
78	John Smith Rd	John Smith Landfill	Santa Ana Valley Rd	6	2.750	2	NC		2.750		2.750
113	King City Rd (Bitterwater Road)	Monterey Co Line	SHWY 25	4	6.250	2	SC	6.250			6.250
139	KT Road	End	Thomas Rd	7	0.564	2	Panoche			0.564	0.564
116	La Gloria Rd	Monterey Co Line	SHWY 25	7	7.692	2	SC			7.692	7.692
136	Ladd Lane	End	Southside Rd	7	0.188	2	Panoche			0.188	0.188
48	Lake Road	Shore Rd	SCL CO LN	7	1.181	2	NC			1.181	1.181
133	Lewis Creek Rd	SHWY 25	MON CO LN	7	0.216	2	SC			0.216	0.216
133	Lewis Creek Rd	MON CO LN	MON CO LN	7	0.296	2	SC			0.296	0.296
95	Limekiln Rd	End	Cienega Rd	7	1.440	2	Panoche			1.440	1.440
10	Little Merrill Rd	Rocks Rd	End	7	0.389	2	SJ			0.389	0.389
101	Little Panoche Rd	PANOCHE RD	Fresno County Line	5	6.360	2	Panoche		6.360		6.360

Deleted. This road is a subdivision road, dedicated but had not been accepted by the County (per 8 65 SM).

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EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
137	Live Oak Rd	End	SHWY 25	7	0.251	2	SC			0.251	0.251
145	Loma Vista Ave	Valley View Rd	End	7	0.199	2	NC			0.199	0.199
69	Lone Tree Rd	Fairview Rd	End	6	10.674	2	NC			10.674	10.674
152	Lonoak/King City Rd	MON CO LN	MON CO LN	4	4.579	2	SC	4.579			4.579
56	Los Viboras Rd	Fairview Rd	End	6	1.200	2	NC			1.200	1.200
50	Lovers Lane Rd	Shore Rd	Santa Clara Co Line	6	2.276	2	NC			2.276	2.276
25	Lucy Brown Ln	SHWY 156	San Justo Rd	5	1.097	2	SJ		1.097		1.097
25	Lucy Brown Ln	San Justo Rd	End	7	0.197	2	SJ			0.197	0.197
70	Magladry Rd	Lone Tree Rd	End	7	0.415	2	NC			0.415	0.415
75	Mansfield Rd	Fairview Rd	End	7	0.504	2	NC			0.504	0.504
71	McCloskey Rd	0.19M E/San Felipe Rd	Fairview Rd	5	1.880	2	NC		1.880		1.880
45	McConnell Rd	SHWY 25	End	7	0.753	2	NC			0.753	0.753
8019	McCreery Ranch Rd	SANTA ANITA RD	Merced County Line	7	9.700	2	Panoche			9.700	9.700
8020	McCreery Ranch Rd	McCreery Ranch Rd	End	7	8.680	2	Panoche			8.680	8.680
64	McMahon Rd	Fallon Rd	End	7	0.810	2	NC			0.810	0.810
53A	Meridian	End	Fairview Rd	7	0.360	2	NC			0.360	0.360
6	Merrill Rd	SHWY 101	SHWY 101	7	1.615	2	SJ			1.615	1.615
132	Mexican Lake Rd	Clear Creek Rd	Fresno County Line	7	7.960	2	SC			7.960	7.960
28	Mission Vineyard Rd	San Juan Canyon Rd	0.13M S San Juan Hollister Rd.	6	0.800	2	SJ			0.800	0.800
33	Mitchell Rd	SHWY 156	Freitas Rd	5	0.484	2	SJ		0.484		0.484
33	Mitchell Rd	Freitas Rd	End	7	0.144	2	SJ			0.144	0.144
29	Monterey St	SHWY 156	CL @ Mucklemi St	4	0.040	2	SJ			0.040	0.040
68B	Morada Ln	Dooling Rd	End	7	0.450	2	NC			0.450	0.450
93	Murphy Rd	SHWY 25	End	7	1.670	2	Panoche			1.670	1.670
82	Nash Rd	Riverside	City Limit	6	0.460	2	SJ			0.460	0.460
107	New Idria Rd	PANOCHE RD	Clear Creek Rd	6	21.368	2	Panoche		21.368		21.368
67	North Fork Rd	MON CO LN	MON CO LN	7	3.325	2	SC			3.325	3.325
103	Norton Rd	PANOCHE RD	Yturriarte Rd	7	0.760	2	Panoche			0.760	0.760
150	Old Airline Hwy	SHWY 25	Cienega Rd	6	2.236	2	Panoche			2.236	2.236
110	Old Hernandez Rd	SHWY 25	Coalinga Rd	6	13.509	2	SC			13.509	13.509
104	Oliver Rd	PANOCHE RD	Yturriarte Rd	7	0.560	2	Panoche			0.560	0.560
27	Olympia Rd	Lucy Brown Ln	Bixby Rd	6	0.994	2	SJ			0.994	0.994
54	Orchard Rd	Fairview Rd	End	6	2.464	2	NC			2.464	2.464
159	Pacheco Hwy	SHWY 156	Fairview Rd	7	1.352	2	NC			1.352	1.352
159	Pacheco Hwy	Fairview Rd	End	7	0.752	2	NC			0.752	0.752
142	Pajaro Rd	SHWY 129	End	7	0.070	2	SJ			0.070	0.070
69A	Pan Tempo Way	End	Lone Tree Rd	7	0.437	2	NC			0.437	0.437
98	Panoche Rd	SHWY RTE 25	LITTLE PANOCHE RD	5	28.940	2	Panoche		28.940		28.940
98	Panoche Rd	LITTLE PANOCHE RD	NEW IDRIA RD	5	3.780	2	Panoche		3.780		3.780
98	Panoche Rd	NEW IDRIA RD	FRE CO LN	5	6.720	2	Panoche		6.720		6.720
21	Payne Rd	School Rd	End	7	0.300	2	SJ			0.300	0.300
117	Pine Tree Ave	MON CO LN	End	7	0.098	2	SJ			0.098	0.098
24	Prescott Rd	SAN JUAN HWY	San Justo Rd	6	0.482	2	SJ			0.482	0.482
17	Quarry Rd	MON CO LN Carpenteria Ave	Quarry Road	5	0.643	2	SJ		0.643		0.643
8017	Quien Sabe Ranch Rd	Quien Sabe Ranch Rd	End	7	4.100	2	Panoche			4.100	4.100
8018	Quien Sabe Ranch Rd	Quien Sabe Ranch Rd	SANTA ANITA RD	7	6.340	2	Panoche			6.340	6.340

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EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
92	Quien Sabe Rd	Bolado Rd	SHWY 25	6	0.204	2	NC			0.204	0.204
92	Quien Sabe Rd	SHWY 25	Santa Ana Valley Rd	6	3.444	2	Panoche			3.444	3.444
92	Quien Sabe Rd	Santa Ana Valley Rd	Quien Sabe Ranch Rd	6	5.264	2	Panoche			5.264	5.264
105	Recalde Rd	PANOCHE RD	Dan Berg Rd	7	1.337	2	Panoche			1.337	1.337
106	Recalde Rd (Dan Berg Rd)	PANOCHE RD	Recalde Rd	7	0.487	2	Panoche			0.487	0.487
166	River Parkway	Nash Road	San Benito Street	7	0.590	2	NC			0.590	0.590
158	Riveroaks Rd	SHWY 129	SHWY 129	7	0.113	2	SJ			0.113	0.113
81	Riverside Rd	Union Road	Nash Road	6	0.627	2	SJ			0.627	0.627
81	Riverside Rd	Nash Road	End	6	0.647	2	SJ			0.647	0.647
9	Rocks Road	SHWY 101	SHWY 156	6	2.279	2	SJ			2.279	2.279
68	Rosa Morada Rd	Fairview Rd	End	6	1.008	2	NC			1.008	1.008
15	Rose Ave	MON CO LN Carpenteria Ave	End	7	0.167	2	SJ			0.167	0.167
3	SALINAS RD	SAN JUAN CYN RD	CL @ SAN JUAN-HOLLISTER RD	5	0.220	2	SJ		0.220		0.220
3	SALINAS RD	MON CO LN	SAN JUAN CYN RD	5	4.220	2	SJ		4.220		4.220
111	San Benito Lateral	SHWY 25	Old Hernandez Rd	7	0.655	2	SC			0.655	0.655
122	San Benito St.	Union Rd	0.17M S/Nash Rd	3	0.540	2	NC	0.540			0.540
52	SAN FELIPE RD	0.9 N/FALLON RD	SHWY 156	3	0.594	2	NC	0.594			0.594
52	SAN FELIPE RD	SHWY 156	Santa Clara Co Line	5	4.500	2	NC		4.500		4.500
2	SAN JUAN CYN RD	MON CO LN	SALINAS RD	5	10.400	2	SJ		10.400		10.400
4	SAN JUAN HWY	CL 0.3M S/PRESCOTT R	SHWY 101	3	2.640	2	SJ	2.640			2.640
23	San Justo Rd	SAN JUAN HWY	Lucy Brown Ln	5	3.110	2	SJ		3.110		3.110
73	Santa Ana Rd	City Limit (Chappell Rd)	Fairview Rd	5	1.742	2	NC		1.742		1.742
130	Santa Ana Valley Rd	Fairview Rd	Quien Sabe Rd	6	7.425	2	NC		7.425		7.425
74	Santa Anita Rd	Quien Sabe Rd	Browns Valley	7	6.000	2	NC			6.000	6.000
157	Santa Rosa Dr	Fallon Rd	End	7	0.159	2	NC			0.159	0.159
155	Sawmill Creek Rd	WildAss Rd	Mexican Lake Rd	7	6.010	2	SC			6.010	6.010
61	Scagliotti Rd	End	Fallon Rd	7	0.927	2	NC			0.927	0.927
20	School Rd	Anzar Rd	SHWY 129	7	3.352	2	SJ			3.352	3.352
154	Searle Rd	SHWY 156	SHWY 129	6	1.930	2	SJ			1.930	1.930
13	Seely Ave	MON CO LN Carpenteria Ave	End	7	0.693	2	SJ			0.693	0.693
49	Shore Rd	San Felipe Rd	SHWY 25	4	3.950	2	NC	3.950			3.950
151	SJ/Holl (Junkyd - Ponds)	Fourth St	Fourth St	7	0.634	2	SJ			0.634	0.634
151C	SJ/Holl (SJ Cyn Rd - 156)	The Alameda	SHWY 156	7	0.750	2	SJ			0.750	0.750
151B	SJ/Holl (Union-4th St.)	Union Rd	Fourth St	7	1.070	2	SJ			1.070	1.070
12	Snyder Ave	MON CO LN Carpenteria Ave	End	7	0.681	2	SJ			0.681	0.681
86	Southside Rd	0.008M N/UNION RD	0.02M S/CAROUSEL DR	4	0.214	2	Panoche	0.214			0.214
86	Southside Rd	ENTERPRISE RD	0.008 N/UNION RD	4	0.238	2	Panoche	0.238			0.238
86	Southside Rd	0.089M NW/CO LABOR CAMP RD	ENTERPRISE RD	4	0.448	2	Panoche	0.448			0.448
86	Southside Rd	0.481M W/BLOSSOM LN	0.089M NW/CO LABOR CAMP RD	4	1.181	2	Panoche	1.181			1.181
86	Southside Rd	SHWY 25	0.481 W/BLOSSOM LN	4	5.428	2	Panoche	5.428			5.428
63	Spring Grove Rd	Fairview Rd	End	7	1.940	2	NC			1.940	1.940
77	Sunnyslope Rd	City Limit	Fairview Rd	3	0.322	2	NC	0.322			0.322
110A	Taylor Rd	Old Hernandez Rd	End	7	0.490	2	SC			0.490	0.490
129E	Third Street - TP	F Street	End	7	0.077	2	Panoche			0.077	0.077
88	Thomas Rd	End	Southside Rd	7	2.714	2	Panoche			2.714	2.714
8021	Topo Valley Rd	King City Rd	Topo Valley Rd	7	5.590	2	SC			5.590	5.590

EXHIBIT B

San Benito County
Resource Management Agency-Public Works Department
County Maintained Road Mileage

				FHWA Parameters			COUNTY Parameters				
								Mantained Mileage Length			
County Road Number	Road Name	From_Location	To_Location	Func Class	Length (mi)	No. of Lanes	PW Dist.	Arterial	Collector	Local	Total Mileage
8022	Topo Valley Rd	SH 25	End	7	5.230	2	SC			5.230	5.230
80	Union Rd	SHWY 156	SHWY 25	3	4.800	2	Panoche	4.800			4.800
96	Valley View Rd	Crestview Dr	CL .05 N/HILLTOP RD	6	0.090	2	NC			0.090	0.090
66	Westside Rd	Miller Rd	Buena Vista Rd	7	0.682	2	NC			0.682	0.682
153	WildAss Rd	Mexican Lake Rd	End	7	3.090	2	SC			3.090	3.090
112	Willow Creek Rd	Old Hernandez Rd	End	7	5.065	2	SC			5.065	5.065
94	Willow Grove Rd	SHWY 25	End	7	0.137	2	Panoche			0.137	0.137
37	Wright Rd	BUENA VISTA RD	San Felipe Rd	5	2.600	2	NC		2.600		2.600
40	Y Road	San Juan Hwy	End	4	2.569	2	SJ	2.569			2.569
102	Yturriarte Rd	Panoche Rd	Norton Rd	7	4.664	2	Panoche			4.664	4.664
TOTAL					449.287			44.645	149.048	255.594	449.287

FHWA Functional Class Code

1 Interstate
2 Other Freeways and Expressways
3 Principal Arterial - Other
4 Minor Arterial
5 Major Collector
6 Minor Collector
7 Local

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SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.12

MEETING DATE: **05/09/2023**

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

AGENDA ITEM PREPARER: Angelika Rangel

DEPT HEAD/DIRECTOR: Steve Loupe

SUBJECT:

RESOURCE MANAGEMENT AGENCY - S. LOUPE, PUBLIC WORKS ADMINISTRATOR
Adopt continuing Resolution confirming the Public Works Administrator's authority to enter into emergency repair and replacement contracts to remediate a local emergency caused by December, 2022 through January, 2023 flooding and storm events, pursuant to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; finding that there is a need to continue emergency action; and finding emergency repair and replacement work exempt from CEQA under CEQA Guidelines Section 15269(d), as emergency projects within the rights of way of existing County and State highways damaged by flooding and storm events. (4/5 vote required)
SBC FILE NUMBER: 75.5
RESOLUTION NO: 2023-50

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On January 10, 2023, while the Board of Supervisors was not in session, the County Administrative Officer, acting as the Director of Emergency Services, in response to major road and storm damage in the County of San Benito, proclaimed a local emergency effective immediately. That Proclamation was signed on January 15, 2023. Per Ordinance 833, the Board of Supervisors must ratify the Proclamation issued by the Director of Emergency Services within seven (7) days. This Proclamation applies to the entire County of San Benito. On January 17, 2023, by Resolution No. 2023-03, the Board of Supervisors ratified the Proclamation signed on January 15, 2023.

Due to the winter storms of December 27, 2022 through January 31, 2023, County Roads sustained substantial damages and are in need of immediate repairs, including such work as: pavement repairs; bridge repairs; shoulder and culverts clearing/replacement; slides and debris removal; new bridges/culverts; roadway section stabilization; etc. As a result of heavy rainfall throughout San Benito County and the financial impact this event has had on the residents of the County and the County itself, the Board of Supervisors also requested the Governor to proclaim a State of Emergency for San Benito County.

This proposed resolution relates to the letting of emergency contracts under Public Contracts Code 22050 and must be reviewed by the Board of Supervisors at every regular meeting until the need for emergency action terminates.

On March 28, 2023, the Board of Supervisors adopted Resolution 2023-36 delegating authority to the Public Works Administrator to enter into emergency repair and replacement contracts to remediate a local emergency, pursuant to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; finding that there is a a need to continue emergency action; and finding emergency repair and replacement work exempt from CEQA under CEQA Guidelines Section 15269(d), as emergency projects within the rights of way of existing County and State highways damaged by flooding and storm events.

The Board of Supervisors adopted Resolution Nos. 2023-41 and 2023-47 at its regular meetings on April 13, 2023 and April 25, 2023, again confirming the Public Works Administrator's authority to enter into emergency repair and replacement contracts; finding the need to continue such emergency action; and finding such emergency repair and replacement work exempt from CEQA under CEQA Guidelines Section 15269(d). The Public Works Administrator hereby reports that there is a need to continue the emergency actions.

Preliminary Summary of Road Damages

Public Works crews and contractors responded to numerous issues related to the 451-mile County Maintained Road System over the course of the storm, beginning on December 27, 2022, including:

- Downed Trees
- Debris and sediment on travel ways
- Flooding
- Slip outs/landslides/rockslides
- Surface damages/failures (pavement deterioration, potholes, cracking)
- Washouts
- Culvert failures

It is estimated that approximately $5 million in repair costs are needed because of damages sustained during the event. Many County roads were affected; however, nine major (Arterial and Collector) roads were severely impacted. Most of those were in ‘South County’ (south of Hollister) - where the largest rainfall amounts were experienced. Damage Assessments are continuing. The following roads (in alphabetical order) were the most severely affected:

- Coalinga Rd.
- Cottonwood Rd.
- New Idria Rd.
- Panoche Rd.
- Old Hernandez Rd.
- Salinas Rd.
- San Felipe Rd.
- San Juan Hwy.
- Searle Rd.

Characterization of Repairs Needed

The needed repairs range from embankment stabilization to complete roadway reconstruction. Preliminary estimated costs by roads are as follows:

- Coalinga Rd. = $600,000
- Cottonwood Rd. = $900,000
- New Idria Rd.= $550,000
- Panoche Rd.= $450,000
- Old Hernandez Rd. = $60,000
- Salinas Rd.= $950,000
- San Felipe Rd.= $50,000
- San Juan Hwy. = $100,000
- Searle Rd.= $650,000

Additional debris cleanup and tree removal costs are approximately $500,000.

In addition to County staff, the three contractors engaged in the work above are Granite Construction, Don Chapin Company, and Davey Tree.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

Yes

CONTRACT NEEDED FOR THIS ITEM:

No

CONTRACT AND RFP HISTORY:

n/a

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

No

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

State and/or Federal Assistance has been requested

CURRENT FY COST:

Estimated at $5 million (for informational purposes only)

STAFF RECOMMENDATION:

Staff respectfully recommends that the Board:

Adopt continuing Resolution delegating authority to the Public Works Administrator to enter into emergency repair and replacement contracts to remediate a local emergency caused by December, 2022 through January, 2023 flooding and storm events, pursuant to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; finding that there is a need to continue emergency action; and finding emergency repair and replacement work exempt from CEQA under CEQA Guidelines Section 15269(d), as emergency projects within the rights of way of existing County and State highways damaged by flooding and storm events. (4/5 vote required)

BOARD ACTION RESULTS:

Adopted Resolution No. 2023-50 per staff recommendation. (5/0 vote)

ATTACHMENTS:

Board Resolution
Fully Executed Resolution No. 2023-50

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS (1) CONFIRMING THE PUBLIC WORKS ADMINISTRATOR'S AUTHORITY TO ENTER INTO EMERGENCY REPAIR AND REPLACEMENT CONTRACTS PURSUANT TO PUBLIC CONTRACTS CODE SECTION 22050, WITHOUT ADOPTION OF PLANS AND SPECIFICATIONS OR COMPETITIVE BIDDING; (2) FINDING THAT THERE IS A NEED TO CONTINUE SUCH EMERGENCY ACTION, PURSUANT TO SECTION 22050; AND (3) FINDING THAT THE EMERGENCY REPAIR AND REPLACEMENT WORK IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CEQA GUIDELINES SECTION 15269(d) FOR EMERGENCY PROJECTS WITHIN THE RIGHTS-OF-WAY OF EXISTING COUNTY HIGHWAYS, TO REPAIR OR RESTORE EXISTING HIGHWAYS DAMAGED BY FLOODING AND STORM EVENTS	Resolution No. 2023-____

WHEREAS, on January 10, 2023, the San Benito County Administrative Officer, acting as the Director of Emergency Services, proclaimed a state of local emergency, finding an atmospheric river event occurring between December 27, 2022 and January 31, 2023 resulted in multiple significant rainfall/wind events causing damage to public infrastructure and property within San Benito County, including damages to infrastructure from localized flooding, roadway slope erosion and embankment slip-outs, debris flows, landslides, and culvert failures affecting the safety of said roadways; obstruction of public roadways from storm water, storm debris and roadway failure; damage to storm drain infrastructure; damage to public and private utilities; and damage to public facilities, further resulting in road closures, areas of isolation, and loss of critical infrastructure affecting the public's safety and repose; and

WHEREAS, on January 15, 2023, pursuant to San Benito County Ordinance No. 833 and Government Code section 8630, the County Administrative Officer signed an emergency proclamation to initiate the protective response process; and

WHEREAS, on January 17, 2023, the Board of Supervisors adopted Resolution No. 2023-03, ratifying the County Administrative Officer's Proclamation of a local emergency; 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, "(A) [e]mergency 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) [i]n order to avoid a hazard to life or property … or (4) [i]n order to avoid economic loss to the county" … [and] (B) [e]mergency purchases shall be submitted to the Board of Supervisors for ratification at its next meeting"; and

WHEREAS, Section 11.01.005(A) of the San Benito County Code designates the County Administrative Officer as the Director of Emergency Services; and

WHEREAS, in the event of the proclamation of a local emergency, Section 11.01.006(A)(6) of the San Benito County Code empowers the Director of Emergency Services "(a) [t]o make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the emergency … [which] must be confirmed at the earliest practicable time by the Board of Supervisors; [and] (b) [t]o 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, California 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, California Public Contract Code Section 22050(a)(1) states, "[i]n 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, California Public Contract Code Section 22050(b)(1) further provides that "[t]he governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, … chief engineer, or other nonelected agency officer, the authority to order any action specified in [Section 22050(a)(1)]"; and

WHEREAS, California Public Contracts Code Section 22050(b)(3) provides that if an officer with such delegated authority "… orders any action specified in [Section 22050(a)(1)], that person shall report to the governing body, at its next meeting required pursuant to … section [22050(b)(3)], 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, California Public Contract Code Section 22050(c)(2) further provides that "[i]f a person with authority delegated pursuant to [Section 22050(b)] orders any action specified in [Section 22050(a)(1)], the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, 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 California 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, emergency road repair projects are statutorily exempt from the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000, et seq. and CEQA Guidelines (Title 14 of the California Code of Regulations, Sections 15000 et seq.), pursuant to CEQA Guidelines Section 15269(d), which applies to projects "...to maintain, repair, or restore an existing highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, provided that the project is within the existing right of way of that highway and is initiated within one year of the damage occurring..."; and

WHEREAS, initial assessments have identified damages sustained during the events described in the January 15, 2023 Local Emergency Proclamation to County and State highways throughout the County, with the following major (Arterial and Collector) roads, listed in alphabetical order, being most severely impacted within multiple areas of these roadways:

- Coalinga Rd.
- Cottonwood Rd.
- New Idria Rd.
- Panoche Rd.
- Old Hernandez Rd.
- Salinas Rd.
- San Felipe Rd.
- San Juan Hwy.
- Searle Rd.; and

WHEREAS, damage assessments are ongoing, and the Public Works Administrator will update the Board of Supervisors, as additional damages sustained in, on, under and around County and State highways throughout the County, as a result of the events described in the January 15, 2023 Local Emergency Proclamation, are identified; and

WHEREAS, at the regularly scheduled meeting of the Board of Supervisors on March 28, 2023, the Public Works Administrator and County Administrative Officer reported to the Board of Supervisors that, for the reasons set forth herein, and on the public record, there is substantial evidence that the events described in the January 15, 2023 Local Emergency Proclamation, resulting in roadway failures, roadway slope erosion and embankment slip-outs, debris flows, landslides, culvert failures, damage to storm drain infrastructure and utilities, in, on, under and along the State and County highways identified herein, and as may be further identified during ongoing damage assessments, were sudden, unexpected occurrences that posed a clear and imminent danger to the general public, particularly affecting the safety of said State and County highways, and further resulting in road closures, areas of isolation, and loss of critical infrastructure affecting the public's safety and repose, requiring immediate action to prevent or mitigate the loss or impairment of life, health, or property; and

WHEREAS, the Public Works Administrator and County Administrative Officer also reported to the Board of Supervisors at its March 28, 2023 meeting that, for the reasons set forth herein, and on the public record, there is substantial evidence that the emergency does not permit a delay resulting from a competitive solicitation for bids, and that emergency repair contracts are necessary to respond to the emergency; and

WHEREAS, the Board of Supervisors reviewed the report at its March 28, 2023 meeting, and concurred with the recommended findings and determinations; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2023-36, adopting the recommended findings and determinations, and: (1) delegating authority to the Public Works Administrator to enter into emergency repair and replacement contracts pursuant to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; (2) finding that there is a need to continue such emergency action, pursuant to Section 22050; and (3) finding that the emergency repair and replacement work is statutorily exempt from CEQA under EQA Guidelines Section 152659(d) for emergency projects within the rights-of-way of existing County highways, to repair or restore existing highways damaged by flooding and storm events; and

WHEREAS, at the regularly scheduled meetings of the Board of Supervisors on April 11, 2023, and April 25, 2023, the Public Works Administrator and the County Administrative Officer reported that, for the reasons set forth therein, and on the public record, there was substantial evidence that the emergency events described in the January 15, 2023 Local Emergency Proclamation still did not permit a delay resulting from a competitive solicitation for bids, and that emergency repair contracts continued to be necessary to respond to the emergency; and

WHEREAS, the Board of Supervisors reviewed the Public Works Administrator's report at its April 11, 2023, April 25, 2023, and May 9, 2025 meetings, concurred with the recommended findings and determinations, and adopted Resolution Nos. 2023-36, 2023-41 and 2023-47, adopting the recommended findings and determinations, and:

(1) confirming the Public Works Administrator's authority to enter into emergency repair and replacement contracts pursuant to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; (2) finding that there is a need to continue such emergency action, pursuant to Section 22050; (3) finding that the emergency repair and replacement work is statutorily exempt from CEQA under CEQA Guidelines Section 152659(d) for emergency projects within the rights-of-way of existing County highways, to repair or restore existing highways damaged by flooding and storm events; and

WHEREAS, the Board of Supervisors accepts the Public Works Administrator's report, concurs with the recommended findings and determinations, and finds that: (1) there is a need to continue the action; (2) the current state of emergency will not permit a delay resulting from a competitive solicitation for bids; and (3) actions taken by the Public Works Administrator were necessary to respond to the emergency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby finds and determines that the forgoing Recitals are true and correct.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby finds and determines that the events described in the January 15, 2023 Local Emergency Proclamation constitute an "emergency" under California Public Contract Code Sections 1102 and 22050 and the Board of Supervisors hereby ratifies the County Administrative Officer's determination in this regard and the actions taken to remediate the emergency.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby finds and determines there is a need to continue the emergency action, that the current state of emergency will not permit a delay resulting from a competitive solicitation for bids, and that it is necessary to make emergency repairs and replacements in, on, under and along the State and County highways and other facilities identified herein, and as may be further identified during ongoing damage assessments, without giving notice for bids, in order to respond to the emergency.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that, until formally revoked, pursuant to California Public Contracts Code Section 22050(b)(1), the Board of Supervisors hereby delegates, and reaffirms its prior delegation, to the Public Works Administrator and the County Administrative Officer, the authority to make emergency repairs and replacements in, on, under and along the State and County highways and other facilities identified herein, and as may be further identified during ongoing damage assessments, in order to prevent or mitigate the loss or impairment of life, health, or property, that were caused by the events described in the January 15, 2023 Local Emergency Proclamation, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without adoption of plans and specifications, or giving notice for bids to let contracts.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that, 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 pursue the emergency actions 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 repairs and replacements in, on, under and along the State and County highways and other facilities identified herein, and as may be further identified during ongoing damage assessments, to prevent or mitigate the loss or impairment of life, health, or property, that were caused by the events described in the January 15, 2023 Local Emergency Proclamation.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby finds and determines that the emergency repairs and replacements in, on, under and along the State and County highways and other facilities identified herein, and as may be further identified during ongoing damage assessments, are exempt from the California Environmental Quality Act ("CEQA") and CEQA Guidelines, pursuant to CEQA Guidelines Section 15269(d), because they are for purposes of maintaining, repairing, or restoring existing highways damaged by flood, storm, land subsidence, gradual earth movement, or landslide, that the projects are within the existing rights of way of the highways and will be initiated within one year of the damage occurring.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby directs Resource Management Agency staff to file a Notice of Exemption with the San Benito County Clerk's Office.

PASSED AND ADOPTED by the San Benito County Board of Supervisors at the meeting of said Board held on the 9th day of May 2023, by the following vote:

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

By:_____
Mindy Sotelo, Chair

ATTEST:

Vanessa Delgado, Clerk of the Board

By:_____

Date: _____

APPROVED AS TO LEGAL FORM

San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: April 28, 2023

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BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS (1) CONFIRMING THE PUBLIC WORKS ADMINISTRATOR'S AUTHORITY TO ENTER INTO EMERGENCY REPAIR AND REPLACEMENT CONTRACTS PURSUANT TO PUBLIC CONTRACTS CODE SECTION 22050, WITHOUT ADOPTION OF PLANS AND SPECIFICATIONS OR COMPETITIVE BIDDING; (2) FINDING THAT THERE IS A NEED TO CONTINUE SUCH EMERGENCY ACTION, PURSUANT TO SECTION 22050; AND (3) FINDING THAT THE EMERGENCY REPAIR AND REPLACEMENT WORK IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CEQA GUIDELINES SECTION 15269(d) FOR EMERGENCY PROJECTS WITHIN THE RIGHTS-OF-WAY OF EXISTING COUNTY HIGHWAYS, TO REPAIR OR RESTORE EXISTING HIGHWAYS DAMAGED BY FLOODING AND STORM EVENTS	Resolution No. 2023-**50**

WHEREAS, on January 10, 2023, the San Benito County Administrative Officer, acting as the Director of Emergency Services, proclaimed a state of local emergency, finding an atmospheric river event occurring between December 27, 2022 and January 31, 2023 resulted in multiple significant rainfall/wind events causing damage to public infrastructure and property within San Benito County, including damages to infrastructure from localized flooding, roadway slope erosion and embankment slip-outs, debris flows, landslides, and culvert failures affecting the safety of said roadways; obstruction of public roadways from storm water, storm debris and roadway failure; damage to storm drain infrastructure; damage to public and private utilities; and damage to public facilities, further resulting in road closures, areas of isolation, and loss of critical infrastructure affecting the public's safety and repose; and

WHEREAS, on January 15, 2023, pursuant to San Benito County Ordinance No. 833 and Government Code section 8630, the County Administrative Officer signed an emergency proclamation to initiate the protective response process; and

WHEREAS, on January 17, 2023, the Board of Supervisors adopted Resolution No. 2023-03, ratifying the County Administrative Officer's Proclamation of a local emergency; and

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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, "(A) [e]mergency 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) [i]n order to avoid a hazard to life or property … or (4) [i]n order to avoid economic loss to the county" … [and] (B) [e]mergency purchases shall be submitted to the Board of Supervisors for ratification at its next meeting"; and

WHEREAS, Section 11.01.005(A) of the San Benito County Code designates the County Administrative Officer as the Director of Emergency Services; and

WHEREAS, in the event of the proclamation of a local emergency, Section 11.01.006(A)(6) of the San Benito County Code empowers the Director of Emergency Services "(a) [t]o make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by the emergency … [which] must be confirmed at the earliest practicable time by the Board of Supervisors; [and] (b) [t]o 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, California 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, California Public Contract Code Section 22050(a)(1) states, "[i]n 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, California Public Contract Code Section 22050(b)(1) further provides that "[t]he governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, … chief engineer, or other nonelected agency officer, the authority to order any action specified in [Section 22050(a)(1)]"; and

WHEREAS, California Public Contracts Code Section 22050(b)(3) provides that if an officer with such delegated authority "… orders any action specified in [Section 22050(a)(1)], that person shall report to the governing body, at its next meeting required pursuant to … section [22050(b)(3)], 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

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WHEREAS, California Public Contract Code Section 22050(c)(2) further provides that "[i]f a person with authority delegated pursuant to [Section 22050(b)] orders any action specified in [Section 22050(a)(1)], the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, 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 California 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, emergency road repair projects are statutorily exempt from the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000, et seq. and CEQA Guidelines (Title 14 of the California Code of Regulations, Sections 15000 et seq.), pursuant to CEQA Guidelines Section 15269(d), which applies to projects "...to maintain, repair, or restore an existing highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, provided that the project is within the existing right of way of that highway and is initiated within one year of the damage occurring..."; and

WHEREAS, initial assessments have identified damages sustained during the events described in the January 15, 2023 Local Emergency Proclamation to County and State highways throughout the County, with the following major (Arterial and Collector) roads, listed in alphabetical order, being most severely impacted within multiple areas of these roadways:

- Coalinga Rd.
- Cottonwood Rd.
- New Idria Rd.
- Panoche Rd.
- Old Hernandez Rd.
- Salinas Rd.
- San Felipe Rd.
- San Juan Hwy.
- Searle Rd.; and

WHEREAS, damage assessments are ongoing, and the Public Works Administrator will update the Board of Supervisors, as additional damages sustained in, on, under and around County and State highways throughout the County, as a result of the events described in the January 15, 2023 Local Emergency Proclamation, are identified; and

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WHEREAS, at the regularly scheduled meeting of the Board of Supervisors on March 28, 2023, the Public Works Administrator and County Administrative Officer reported to the Board of Supervisors that, for the reasons set forth herein, and on the public record, there is substantial evidence that the events described in the January 15, 2023 Local Emergency Proclamation, resulting in roadway failures, roadway slope erosion and embankment slip-outs, debris flows, landslides, culvert failures, damage to storm drain infrastructure and utilities, in, on, under and along the State and County highways identified herein, and as may be further identified during ongoing damage assessments, were sudden, unexpected occurrences that posed a clear and imminent danger to the general public, particularly affecting the safety of said State and County highways, and further resulting in road closures, areas of isolation, and loss of critical infrastructure affecting the public's safety and repose, requiring immediate action to prevent or mitigate the loss or impairment of life, health, or property; and

WHEREAS, the Public Works Administrator and County Administrative Officer also reported to the Board of Supervisors at its March 28, 2023 meeting that, for the reasons set forth herein, and on the public record, there is substantial evidence that the emergency does not permit a delay resulting from a competitive solicitation for bids, and that emergency repair contracts are necessary to respond to the emergency; and

WHEREAS, the Board of Supervisors reviewed the report at its March 28, 2023 meeting, and concurred with the recommended findings and determinations; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2023-36, adopting the recommended findings and determinations, and: (1) delegating authority to the Public Works Administrator to enter into emergency repair and replacement contracts pursuant to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; (2) finding that there is a need to continue such emergency action, pursuant to Section 22050; and (3) finding that the emergency repair and replacement work is statutorily exempt from CEQA under EQA Guidelines Section 152659(d) for emergency projects within the rights-of-way of existing County highways, to repair or restore existing highways damaged by flooding and storm events; and

WHEREAS, at the regularly scheduled meetings of the Board of Supervisors on April 11, 2023, and April 25, 2023, the Public Works Administrator and the County Administrative Officer reported that, for the reasons set forth therein, and on the public record, there was substantial evidence that the emergency events described in the January 15, 2023 Local Emergency Proclamation still did not permit a delay resulting from a competitive solicitation for bids, and that emergency repair contracts continued to be necessary to respond to the emergency; and

WHEREAS, the Board of Supervisors reviewed the Public Works Administrator's report at its April 11, 2023, April 25, 2023, and May 9, 2025 meetings, concurred with the recommended findings and determinations, and adopted Resolution Nos. 2023-36, 2023-41 and 2023-47, adopting the recommended findings and determinations, and:

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(1) confirming the Public Works Administrator's authority to enter into emergency repair and replacement contracts pursuant to Public Contracts Code Section 22050, without adoption of plans and specifications or competitive bidding; (2) finding that there is a need to continue such emergency action, pursuant to Section 22050; (3) finding that the emergency repair and replacement work is statutorily exempt from CEQA under CEQA Guidelines Section 152659(d) for emergency projects within the rights-of-way of existing County highways, to repair or restore existing highways damaged by flooding and storm events; and

WHEREAS, the Board of Supervisors accepts the Public Works Administrator's report, concurs with the recommended findings and determinations, and finds that: (1) there is a need to continue the action; (2) the current state of emergency will not permit a delay resulting from a competitive solicitation for bids; and (3) actions taken by the Public Works Administrator were necessary to respond to the emergency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby finds and determines that the forgoing Recitals are true and correct.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby finds and determines that the events described in the January 15, 2023 Local Emergency Proclamation constitute an "emergency" under California Public Contract Code Sections 1102 and 22050 and the Board of Supervisors hereby ratifies the County Administrative Officer's determination in this regard and the actions taken to remediate the emergency.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby finds and determines there is a need to continue the emergency action, that the current state of emergency will not permit a delay resulting from a competitive solicitation for bids, and that it is necessary to make emergency repairs and replacements in, on, under and along the State and County highways and other facilities identified herein, and as may be further identified during ongoing damage assessments, without giving notice for bids, in order to respond to the emergency.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that, until formally revoked, pursuant to California Public Contracts Code Section 22050(b)(1), the Board of Supervisors hereby delegates, and reaffirms its prior delegation, to the Public Works Administrator and the County Administrative Officer, the authority to make emergency repairs and replacements in, on, under and along the State and County highways and other facilities identified herein, and as may be further identified during ongoing damage assessments, in order to prevent or mitigate the loss or impairment of life, health, or property, that were caused by the events described in the January 15, 2023 Local Emergency Proclamation, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without adoption of plans and specifications, or giving notice for bids to let contracts.

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BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that, 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 pursue the emergency actions 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 repairs and replacements in, on, under and along the State and County highways and other facilities identified herein, and as may be further identified during ongoing damage assessments, to prevent or mitigate the loss or impairment of life, health, or property, that were caused by the events described in the January 15, 2023 Local Emergency Proclamation.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby finds and determines that the emergency repairs and replacements in, on, under and along the State and County highways and other facilities identified herein, and as may be further identified during ongoing damage assessments, are exempt from the California Environmental Quality Act ("CEQA") and CEQA Guidelines, pursuant to CEQA Guidelines Section 15269(d), because they are for purposes of maintaining, repairing, or restoring existing highways damaged by flood, storm, land subsidence, gradual earth movement, or landslide, that the projects are within the existing rights of way of the highways and will be initiated within one year of the damage occurring.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito, that it hereby directs Resource Management Agency staff to file a Notice of Exemption with the San Benito County Clerk's Office.

PASSED AND ADOPTED by the San Benito County Board of Supervisors at the meeting of said Board held on the 9th day of May 2023, by the following vote:

AYES: **5** Supervisor(s) **Sotelo, Curro, Zanger, Kosmicki, Gonales**
NOES: **0** Supervisor(s) **None**
ABSENT:**0** Supervisor(s) **None**
ABSTAIN: **0** Supervisor(s) **None**

DocuSigned by:
By: Mindy Sotelo
BCAC4A983F63409...
Mindy Sotelo, Chair

ATTEST:

Vanessa Delgado, Clerk of the Board

DocuSigned by:
By: Vanessa Delgado
3BEFBC2E3B23439...

Date: **May 9, 2023**

APPROVED AS TO LEGAL FORM

San Benito County Counsel's Office

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Date: April 28, 2023

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 1.13

MEETING DATE: **05/09/2023**

DEPARTMENT: TREASURER/TAX

AGENDA ITEM PREPARER: Melinda Casillas

DEPT HEAD/DIRECTOR: Melinda Casillas

SUBJECT:

TREASURER/ TAX COLLECTOR/ PA - M. CASILLAS
Receive and accept the monthly Treasurer's Portfolio Report for March 2023. The Treasurer's Portfolio Report contains the activity and balances of the operating accounts and long-term investments of the Treasury. The total portfolio as of March 13, 2023 was $353,765,823. The focus of the Treasurer's portfolio follows Government Codes 53600 et seq. mandates in the order of 1) safety, 2) liquidity and 3) return. The Treasury operates under the Board approved Invest Policy of 2023.
SBC FILE NUMBER: 685.2

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Treasurer's Office presents a monthly portfolio report that represents the operating and long-term investment pool balances at the end of a month. This month's report is for March 2023. Daily the Treasurer analyzes cash flow needs in the operating account (Wells Fargo). We transfer money in or out of our liquidity accounts (CAMP - California Asset Management Program or LAIF - Local Agency Investment Fund) based upon the daily needs of our operating account. Monies that are not required to meet expenses within a year's time for operational purposes, is invested in the long-term investment pool.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Receive and accept the March 2023 Treasurer's Portfolio Report.

BOARD ACTION RESULTS:

Accepted Treasurer's Portfolio Report per staff recommendation.

ATTACHMENTS:
BOS March 2023 Portfolio Report
Glossary

MELINDA L. CASILLAS
TREASURER, TAX COLLECTOR
& PUBLIC ADMINISTRATOR
440 Fifth Street, Room 107
Hollister, CA 95023

OFFICE OF THE TAX COLLECTOR
(831) 636-4034 • Fax (831) 636-4383
propertytaxes@cosb.us

OFFICE OF THE TREASURER
& PUBLIC ADMINISTRATOR
(831) 636-4043 • Fax (831) 636-4014
treas-pa@cosb.us

COUNTY OF SAN BENITO

MARCH 28,2023

San Benito County Board of Supervisors,

Attached is the March 2023 San Benito County Treasurer's Office Portfolio Analysis. The Portfolio Analysis contains detailed information regarding the activity of the various banking and investment operations for the month of March 2023.

We deposited $41,078,366 from our Treasury pool participants and we paid out a total of $36,831,531 for daily payment operations. School bonds, special allocations of property taxes, and school's payroll and payroll taxes made up the largest portion of what we paid out in March.

We had one maturity and 9 new investments. We did not sell any investments. It is our policy to hold investments until maturity, and not sell investments, however, with today's rising rates, it sometimes makes sense to liquidate investments that were purchased at very low rates and reinvest in higher rates.

We conduct a daily cash flow needs of our treasury and its participants. We transfer money in and out of our CAMP and LAIF accounts depending on the needs of the treasury each day. CAMP and LAIF are separate accounts used for liquidity purposes. Our Invested Pool is excess money we do not expect to use within a year's time, and we invest the monies for a longer duration
We transferred a total of $40 million from LAIF to our custody bank and worked with Chandler Asset Management to invest that money. $20 million went to our long-term portfolio, and the remaining $20 million was invested in a short-term portfolio which is outperforming CAMP. The longest investment of the short-term portfolio matures at the end of 2023. We did not sell any investments.

We expect larger deposits in April due to the 2nd installment of property taxes. We anticipate we will re-analyze our portfolio in May.

Should you have any further questions, please contact me by phone or email at mcasillas@cosb.us.

Sincerely,

Cc: Joe Paul Gonzalez, San Benito County Clerk, Recorder, Elections, Auditor
Krystal Lomanto, San Benito County Office of Education Superintendent

SAN BENITO COUNTY
TREASURER'S DEPARTMENT
PORTFOLIO ANALYSIS
AS OF MARCH 31, 2023

PORTFOLIO SUMMARY

INVESTMENT TYPE	# of Investments	Par Value	Book Yield	% W/N Portfolio Type	TOTAL Portfolio Investment %	Policy Investment %	In Compliance? **
Certificates of Deposits	0	$ -		0.0%	0.0%	30%	YES
Treasury Notes	34	$ 89,625,000	1.73%	39.7%	25.3%	No Limit	YES
Asset Backed Securities	15	$ 17,118,000	3.77%	7.6%	4.8%	20%	YES
Collateral Mortgage Obligations	1	$ 1,925,000	1.98%	0.9%	0.5%		YES
Agencies	20	$ 52,845,000	2.40%	23.4%	14.9%	30% per Agency	YES
Corporate Bonds	36	$ 64,217,000	3.49%	28.4%	18.2%	30%	YES
Money Market	1	$ 187,297	4.71%	0.1%	0.1%	20%	YES
Total Long Term Portfolio	107	$ 225,917,297		100.0%	63.9%		
Certificates of Deposits	2	$ 4,250,000	4.87%	21.0%	1.2%		
Treasury Notes	2	$ 8,000,000	5.36%	39.5%	2.3%		
Agencies	2	$ 8,000,000	5.07%	39.5%	2.3%		
Total Liquidity Portfolio	6	$ 20,250,000		100.0%	5.7%		
CAMP	1	$ 94,253,876	4.80%	87.6%	26.6%	No Limit	YES
LAIF	1	$ 10,000,000	2.88%	9.3%	2.8%	$ 75,000	YES
River City Bank***	1	$ 587,528	2.60%	0.5%	0.2%	10%	YES
Wells Fargo	1	$ 2,757,122	N/A	2.6%	0.8%	No Limit	YES
Total Operating Accounts	4	$ 107,598,526		100.0%	30.4%		
Total SBC Treasury Portfolio	***117***	***$ 353,765,823***	***2.74%***		***100%***		

DIVERSIFICATION AND MATURITY INFORMATION

DAYS TO MATURITY ANALYSIS	# of Investments	Par Value	
Overnight	5	$ 107,785,823	30%
2nd Quarter 2023	7	$ 15,500,000	4%
3rd Quarter 2023	7	$ 20,800,000	6%
4th Quarter 2023	6	$ 14,000,000	4%
1st Quarter 2024	4	$ 8,400,000	2%
2nd Quarter 2024	5	$ 10,050,000	3%
3rd Quarter 2024	4	$ 8,000,000	2%
4th Quarter 2024	3	$ 6,500,000	2%
1st Quarter 2025	10	$ 13,710,000	4%
2nd Quarter 2025	5	$ 9,185,000	3%
3rd Quarter 2025	8	$ 16,120,000	5%
4th Quarter 2025	6	$ 9,560,000	3%
1st Quarter 2026	8	$ 17,065,000	5%
2nd Quarter 2026	6	$ 13,367,000	4%
3rd Quarter 2026	6	$ 12,898,000	4%
4th Quarter 2026	3	$ 5,300,000	1%
1st Quarter 2027	3	$ 6,935,000	2%
2nd Quarter 2027	4	$ 9,220,000	3%
3rd Quarter 2027	7	$ 20,845,000	6%
4th Quarter 2027	4	$ 13,725,000	4%
1ST Quarter 2028	6	$ 14,800,000	4%
	117	$ 353,765,823	100%
		$ -	

ACCRUED INTEREST

INVESTMENT CATEGORY	ACCRUAL BASIS
Certificates of Deposits	$ -
Short-Term Liquidity Portfolio	$ 57,052
Money Market	$ 29,910
Corporate Bonds	$ 152,467
Asset Backed Securities	$ 55,126
Collateral Mortgage Obligations	$ 3,451
Agencies	$ 74,104
Treasury Notes	$ 127,103
River City Bank	$ 1,278
CAMP	$ 682,837
LAIF	$ 43,526
	$ 1,226,853

QUARTER WEIGHTED AVG INTEREST EARNED	2.9910%
FYTD 22/23 WEIGHTED AVG INTEREST EARNED	2.2630%

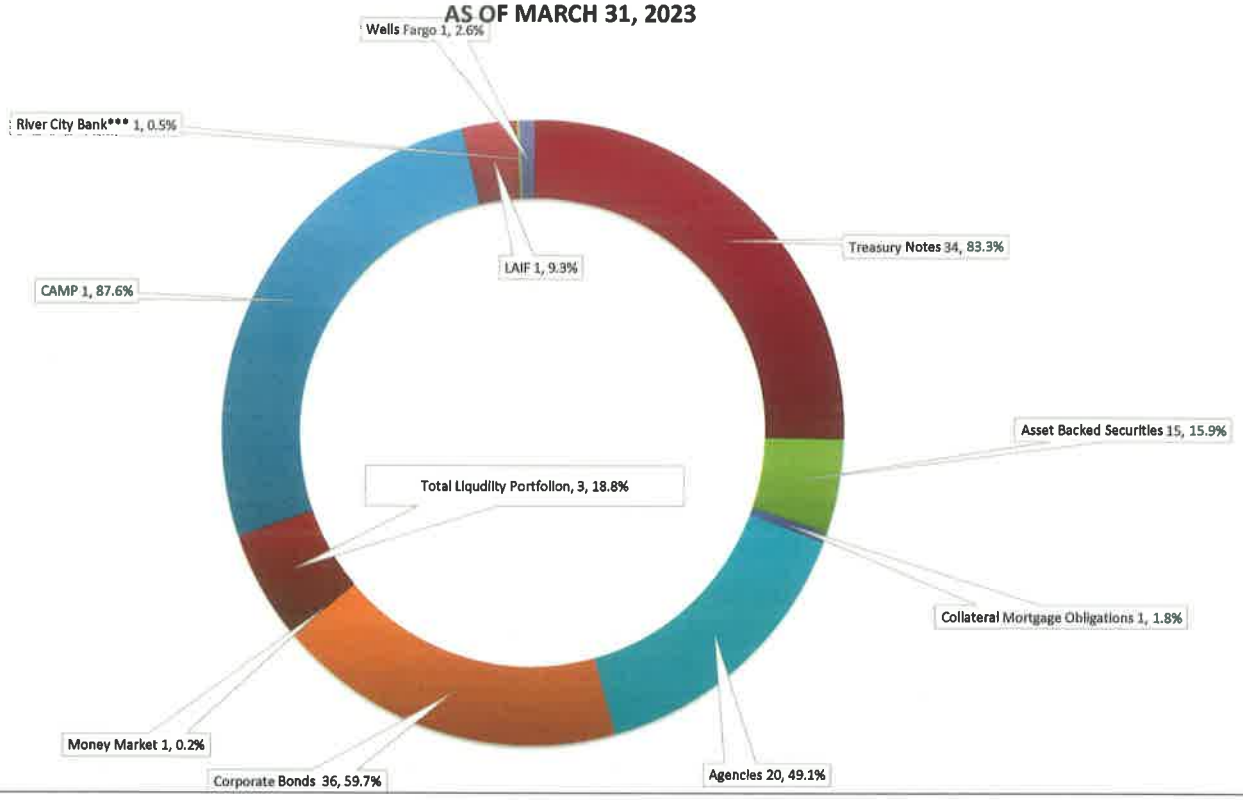
I HEREBY CERTIFY FUNDS ARE AVAILABLE TO MEET THE EXPENDITURES OF THE POOL'S PARTICIPANTS FOR THE NEXT SIX MONTHS.
I HEREBY CERTIFY THE ABOVE INFORMATION IS CORRECT AS OF THE DATE SIGNIFIED.

Melinda L Casillas

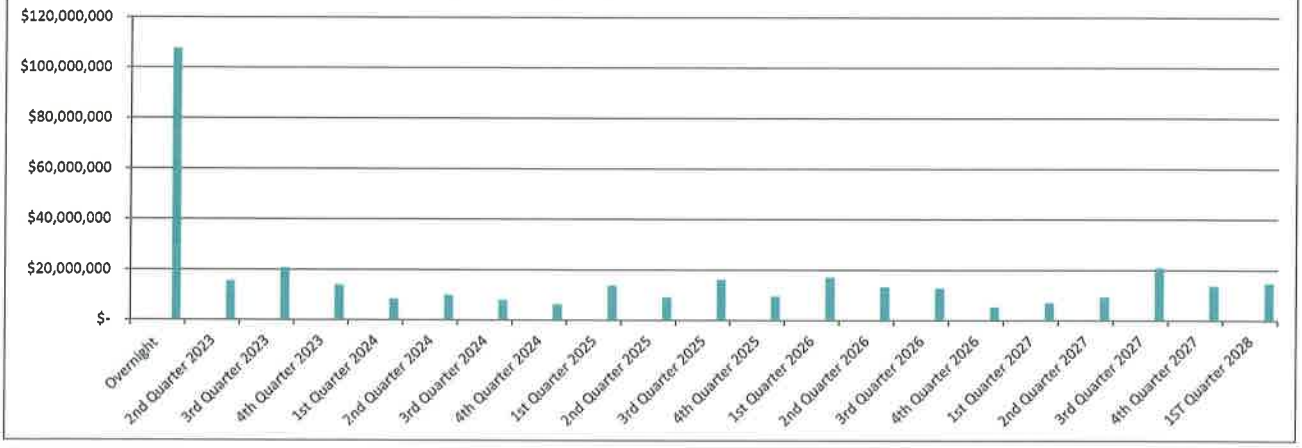
Melinda L Casillas, Treasurer/Tax Collector/Public Administrator

4/21/23
Date

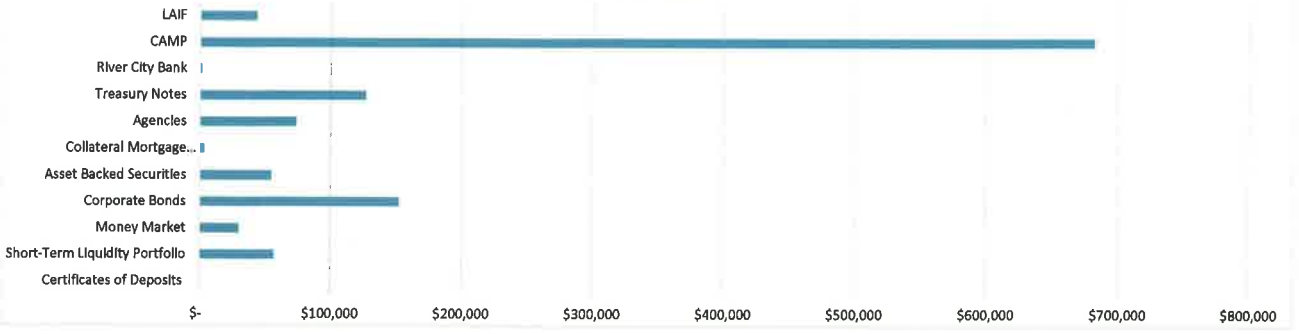
SAN BENITO COUNTY
TREASURER'S INVESTMENT PORTFOLIO
AS OF MARCH 31, 2023



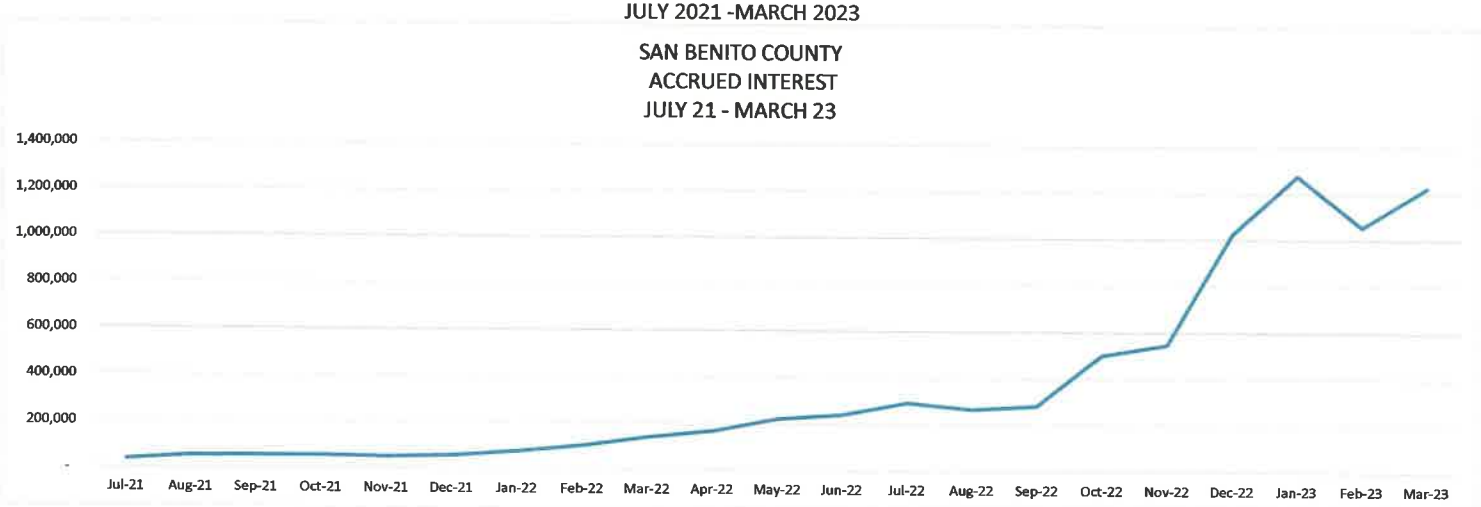
SAN BENITO COUNTY
INVESTMENT AGING
AS OF MARCH 31, 2023

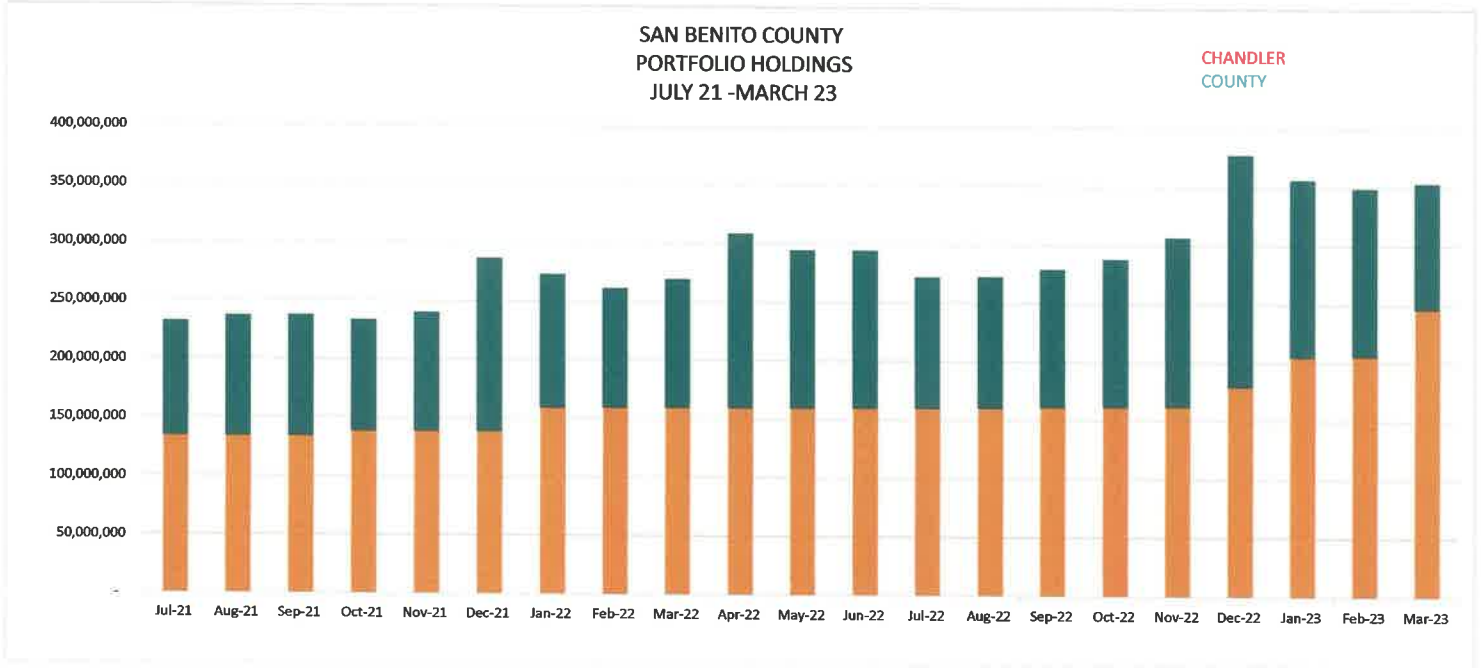


SAN BENITO COUNTY
ACCRUED INTEREST EARNED
MARCH 2023



SAN BENITO COUNTY TREASURY PORTFOLIO
TRENDS/COMPARISONS SINCE WORKING WITH CHANDLER ASSET MANAGEMENT
JULY 2021 -MARCH 2023





County of San Benito Consolidated - Account #10834

MONTHLY ACCOUNT STATEMENT

MARCH 1, 2023 THROUGH MARCH 31, 2023

Chandler Team:
For questions about your account, please call (800) 317-4747,
or contact **operations@chandlerasset.com**

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

County of San Benito Consolidated

Account #10834

Portfolio Summary

As of March 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.52
Average Coupon	2.93%
Average Purchase YTM	3.28%
Average Market YTM	4.42%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	1.74 yrs
Average Life	1.61 yrs

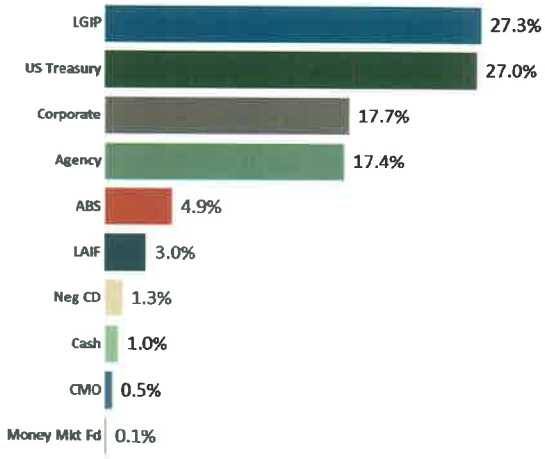
ACCOUNT SUMMARY

	Beg. Values as of 2/28/23	End Values as of 3/31/23
Market Value	338,262,867	345,191,850
Accrued Interest	1,243,324	1,582,675
Total Market Value	**339,506,191**	**346,774,525**
Income Earned	1,055,692	1,226,854
Cont/WD		
Par	349,038,635	353,765,823
Book Value	346,200,347	350,170,975
Cost Value	345,899,434	349,740,774

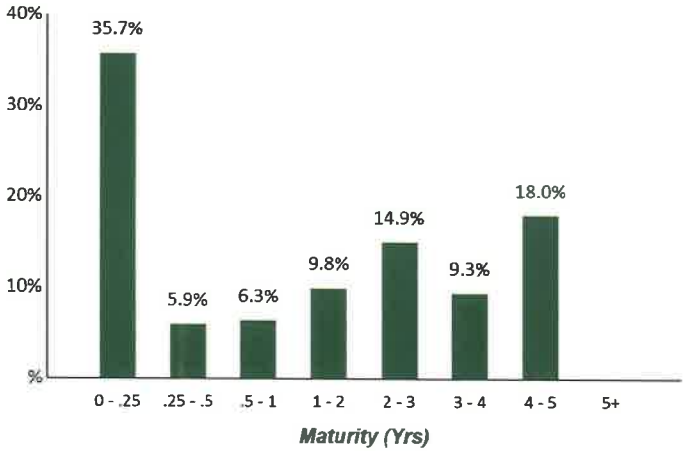
TOP ISSUERS

CAMP	27.3%
Government of United States	27.0%
Federal Farm Credit Bank	8.5%
Federal Home Loan Bank	7.9%
Local Agency Investment Fund	3.0%
Federal Home Loan Mortgage Corp	1.5%
JP Morgan Chase & Co	0.9%
Honeywell Corp	0.8%
Total	**76.9%**

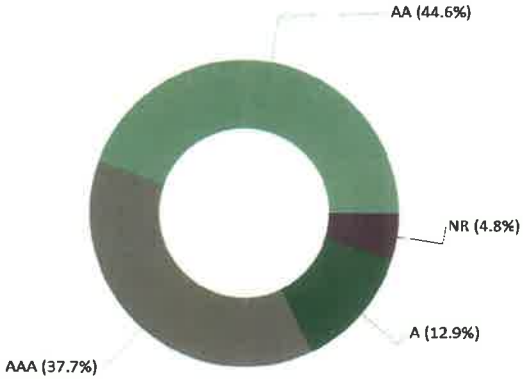
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Statement of Compliance

As of March 31, 2023

County of San Benito Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by Client. Chandler relies on Client to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
U.S. Treasuries	No limit; 5 years max maturity	*Complies*
Federal Agencies	30% max per Agency/GSE issuer; 20% max callable agency securities; 5 years max maturity	*Complies*
Supranational Obligations	"AA" rating category or higher by a NRSRO; 30% max; 10% max per issuer; 5 years max maturity; USD denominated senior unsecured unsubordinated obligations; Issued or unconditionally guaranteed by IBRD, IFC, or IADB	*Complies*
Municipal Securities (CA, Other States)	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; 5 years max maturity	*Complies*
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; 5 years max maturity; Issuer is a corporation organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S	*Complies*
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% max (combined ABS/MBS/CMO); 5% max per Asset-Backed or Commercial Mortgage security issuer; 5 years max maturity; From issuers not defined in US Treasuries and Federal Agencies sections of the Authorized Investments section of the policy	*Complies*
Negotiable Certificates of Deposit (NCD)	The amount of NCD insured up to the FDIC limit does not require any credit ratings; Any amount above FDIC insured limit must be issued by institutions with "A-1" short-term debt rating or better by a NRSRO; or "A" long-term rating category or better by a NRSRO; 30% max; 5% max per issuer; 5 years max maturity	*Complies*
FDIC Insured Time Deposits (Non-negotiable CD/TD)	20% max combined FDIC & Collateralized CD/TD; 5 years max maturity	*Complies*
Collateralized Time Deposits (Non-negotiable CD/TD)	20% max combined FDIC & Collateralized CD/TD; 5 years max maturity	*Complies*
Collateralized Bank Deposits	Deposits must be properly collateralized in accordance with California Government Code	*Complies*
Banker's Acceptances	"A-1" short-term debt rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 40% max; 5% max per issuer; 180 days max maturity	*Complies*
Commercial Paper	40% max; 5% max per issuer; 10% max of the outstanding commercial paper of any single issuer; 270 days max maturity; Issued by an entity that meets all of the following conditions in either (a) or (b): a. Securities issued by corporations: (i) organized and operating within the U.S. with assets > $500 million; (ii) "A-1" rated or better by a NRSRO; (iii) "A" rating or better by a NRSRO, if issuer has debt obligations. b. Securities issued by other entities: (i) organized within the U.S. as a special purpose corporation, trust, or limited liability company; (ii) must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond; (iii) rated "A-1" or better by a NRSRO	*Complies*
Money Market Mutual Funds	Registered with SEC under Investment Company Act of 1940 that meet criteria pursuant to Government Code 53601; 20% max combined Money Market Mutual Funds and Mutual Funds; 20% max per Money Market Mutual Fund	*Complies*
Mutual Funds	20% max combined Money Market Mutual Funds and Mutual Funds; 10% max per Mutual Fund	*Complies*
Local Agency Investment Fund (LAIF)	Maximum amount permitted by LAIF	*Complies*
California Asset Management Program (CAMP)	No deposit limit for CAMP; Due diligence must be conducted on an annual basis	*Complies*

Repurchase Agreements	102% Collateralized by either U.S. Treasuries or U.S. Federal Agencies; 1 year max maturity; Not used by investment adviser	*Complies*
Max Per Issuer	5% max per issuer, unless otherwise specified in the policy	*Complies*
Maximum Maturity	5 years maximum maturity from date of trade settlement unless the Board of Supervisors has granted authority to make such an investment	*Complies*

Holdings Report

As of March 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
44891WAC3	Hyundai Auto Lease Trust 2022-A A3 1.16% Due 1/15/2025	540,000.00	01/11/2022 1.16%	539,988.07 539,994.45	97.25 5.60%	525,140.82 278.40	0.15% (14,853.63)	Aaa / AAA NR	1.80 0.62
89238LAC4	Toyota Lease Owner Trust 2022-A A3 1.96% Due 2/20/2025	1,315,000.00	02/23/2022 1.98%	1,314,793.02 1,314,890.49	97.04 5.54%	1,276,028.66 787.54	0.37% (38,861.83)	NR / AAA AAA	1.90 0.83
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	1,075,000.00	02/15/2022 1.91%	1,074,990.75 1,074,995.47	97.34 5.41%	1,046,413.60 624.10	0.30% (28,581.87)	Aaa / NR AAA	1.97 0.76
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	450,000.00	01/11/2022 1.11%	449,932.73 449,969.66	97.50 5.66%	438,764.85 82.50	0.13% (11,204.81)	NR / AAA AAA	1.99 0.55
448978AD8	Hyundai Auto Lease Sec. Trust 2022-C A3 4.38% Due 10/15/2025	1,445,000.00	09/12/2022 4.42%	1,444,954.63 1,444,965.31	99.05 5.17%	1,431,330.30 2,812.93	0.41% (13,635.01)	NR / AAA AAA	2.55 1.27
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	1,310,000.00	Various 5.12%	1,312,085.61 1,311,963.56	100.29 5.02%	1,313,818.65 1,126.60	0.38% 1,855.09	Aaa / AAA NR	2.66 1.51
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	845,000.00	02/15/2022 1.89%	844,872.91 844,916.32	95.88 4.95%	810,153.89 706.04	0.23% (34,762.43)	Aaa / AAA NR	3.13 1.36
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	1,355,000.00	Various 4.22%	1,342,226.91 1,344,325.16	98.17 4.83%	1,330,172.45 1,825.11	0.38% (14,152.71)	NR / AAA AAA	3.31 1.72
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	1,418,000.00	10/04/2022 4.55%	1,376,457.03 1,383,715.77	97.02 4.97%	1,375,750.69 1,846.55	0.40% (7,965.08)	Aaa / AAA NR	3.46 1.48
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	1,000,000.00	12/08/2022 4.79%	958,320.31 962,868.69	96.65 5.05%	966,531.00 1,031.11	0.28% 3,662.31	Aaa / NR AAA	3.47 1.24
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	800,000.00	08/24/2022 3.46%	768,000.00 775,018.11	95.01 5.68%	760,104.00 420.00	0.22% (14,914.11)	NR / AAA AAA	3.63 1.14
89231CAD9	Toyota Auto Receivables Owner 2022-C A3 3.76% Due 4/15/2027	1,485,000.00	08/08/2022 3.80%	1,484,751.86 1,484,798.35	98.05 4.83%	1,456,079.63 2,481.60	0.42% (28,718.72)	NR / AAA AAA	4.04 1.89
02582JJT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	1,425,000.00	05/17/2022 3.42%	1,424,684.79 1,424,775.26	97.66 4.60%	1,391,612.25 2,147.00	0.40% (33,163.01)	NR / AAA AAA	4.13 1.99
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	1,095,000.00	10/12/2022 5.15%	1,094,915.03 1,094,925.47	100.81 4.74%	1,103,888.12 2,477.13	0.32% 8,962.65	Aaa / NR AAA	4.21 1.98

Holdings Report

As of March 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58768PAC8	Mercedes-Benz Auto Receivables 2022-1 A3 5.21% Due 8/16/2027	1,560,000.00	11/15/2022 5.28%	1,559,691.43 1,559,723.02	101.01 4.73%	1,575,823.08 3,612.27	0.46% 16,100.06	Aaa / AAA NR	4.38 1.86
Total ABS		**17,118,000.00**	**3.77%**	**16,990,665.08** **17,011,845.09**	**5.04%**	**16,801,611.99** **22,258.88**	**4.85%** **(210,233.10)**	**Aaa / AAA** **AAA**	**3.24** **1.45**
AGENCY									
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	900,000.00	08/27/2021 0.21%	902,520.00 900,139.77	99.64 4.23%	896,732.10 1,368.75	0.26% (3,407.67)	Aaa / AA+ AAA	0.10 0.09
3133ENDK3	FFCB Note 0.35% Due 6/8/2023	2,500,000.00	12/30/2021 0.60%	2,491,200.00 2,498,860.19	99.14 5.01%	2,478,490.00 2,746.53	0.72% (20,370.19)	Aaa / AA+ AAA	0.19 0.18
3133EM2E1	FFCB Note 0.16% Due 8/10/2023	2,000,000.00	08/19/2021 0.22%	1,997,660.00 1,999,574.25	98.39 4.72%	1,967,862.00 453.33	0.57% (31,712.25)	Aaa / AA+ AAA	0.36 0.35
313384LJ6	FHLB Discount Note 5.152% Due 9/6/2023	8,000,000.00	Various 5.36%	7,793,900.00 7,819,090.00	97.74 5.36%	7,819,090.00 0.00	2.25% 0.00	P-1 / A-1+ F-1+	0.44 0.42
3130APU29	FHLB Note 0.5% Due 11/9/2023	2,400,000.00	12/30/2021 0.74%	2,389,344.00 2,396,516.01	97.43 4.86%	2,338,240.80 4,733.33	0.68% (58,275.21)	Aaa / AA+ NR	0.61 0.59
3133ENEX4	FFCB Note 0.55% Due 11/24/2023	2,400,000.00	12/30/2021 0.75%	2,390,904.00 2,396,893.73	97.40 4.68%	2,337,537.60 4,656.67	0.68% (59,356.13)	Aaa / AA+ AAA	0.65 0.63
3130A3VC5	FHLB Note 2.25% Due 12/8/2023	2,400,000.00	12/30/2021 0.75%	2,468,928.00 2,424,436.34	98.29 4.81%	2,358,890.40 16,950.00	0.69% (65,545.94)	Aaa / AA+ NR	0.69 0.66
3130A8HK2	FHLB Note 1.75% Due 6/14/2024	2,000,000.00	08/30/2021 0.38%	2,075,660.00 2,032,669.68	96.61 4.68%	1,932,116.00 10,402.78	0.56% (100,553.68)	Aaa / AA+ NR	1.21 1.16
3133EMV25	FFCB Note 0.45% Due 7/23/2024	2,000,000.00	08/19/2021 0.42%	2,001,880.00 2,000,843.18	94.67 4.69%	1,893,372.00 1,700.00	0.55% (107,471.18)	Aaa / AA+ AAA	1.32 1.28
3133ENPG9	FFCB Note 1.75% Due 2/14/2025	2,095,000.00	02/10/2022 1.84%	2,089,406.35 2,091,500.78	95.71 4.16%	2,005,078.41 4,786.49	0.58% (86,422.37)	Aaa / AA+ AAA	1.88 1.81
3133ENPY0	FFCB Note 1.75% Due 2/25/2025	800,000.00	02/28/2022 1.72%	800,640.00 800,407.54	95.43 4.28%	763,416.00 1,400.00	0.22% (36,991.54)	Aaa / AA+ AAA	1.91 1.83

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3133ELVQ4	FFCB Note 0.95% Due 4/1/2025	2,000,000.00	08/24/2021 0.58%	2,026,400.00 2,014,675.59	93.66 4.29%	1,873,254.00 9,500.00	0.54% (141,421.59)	Aaa / AA+ AAA	2.01 1.93
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	2,550,000.00	11/29/2021 1.05%	2,488,953.00 2,511,323.12	92.00 4.04%	2,346,076.50 1,859.38	0.68% (165,246.62)	Aaa / AA+ AAA	2.31 2.25
3130A8ZQ9	FHLB Note 1.75% Due 9/12/2025	2,000,000.00	10/14/2021 0.87%	2,067,300.00 2,042,180.32	94.67 4.06%	1,893,374.00 1,847.22	0.55% (148,806.32)	Aaa / AA+ NR	2.45 2.36
3130AUU36	FHLB Note 4.125% Due 3/13/2026	2,900,000.00	03/30/2023 4.12%	2,900,145.00 2,900,144.87	100.14 4.07%	2,904,010.70 17,611.46	0.84% 3,865.83	Aaa / AA+ AAA	2.95 2.74
3133EPBM6	Federal Farm Credit Bank Note 4.125% Due 8/23/2027	4,000,000.00	02/27/2023 4.31%	3,970,400.00 3,970,996.34	101.18 3.83%	4,047,148.00 17,416.67	1.17% 76,151.66	Aaa / AA+ AAA	4.40 3.97
3133EPDJ1	Federal Farm Credit Bank Note 4.375% Due 9/15/2027	4,500,000.00	03/30/2023 3.89%	4,588,785.00 4,588,730.50	102.30 3.81%	4,603,630.50 8,750.00	1.33% 14,900.00	Aaa / AA+ AAA	4.46 4.02
3130ATUS4	FHLB Note 4.25% Due 12/10/2027	4,000,000.00	Various 3.86%	4,068,835.00 4,065,418.75	101.59 3.88%	4,063,452.00 69,416.66	1.19% (1,966.75)	Aaa / AA+ NR	4.70 4.16
3133EN4S6	FFCB Note 3.75% Due 12/22/2027	3,400,000.00	12/28/2022 4.08%	3,349,646.00 3,352,220.45	99.33 3.91%	3,377,158.80 35,062.50	0.98% 24,938.35	Aaa / AA+ AAA	4.73 4.25
3133EN5N6	FFCB Note 4% Due 1/6/2028	4,000,000.00	01/30/2023 3.76%	4,042,520.00 4,041,103.45	100.83 3.81%	4,033,108.00 37,777.78	1.17% (7,995.45)	Aaa / AA+ AAA	4.77 4.27
3130ATS57	FHLB Note 4.5% Due 3/10/2028	4,000,000.00	03/16/2023 3.98%	4,094,000.00 4,093,225.27	103.16 3.79%	4,126,564.00 10,500.00	1.19% 33,338.73	Aaa / AA+ AAA	4.95 4.40
Total Agency		**60,845,000.00**	**2.78%**	**60,999,026.35** **60,940,950.13**	**4.34%**	**60,058,601.81** **258,939.55**	**17.39%** **(882,348.32)**	**Aaa / AA+** **AAA**	**2.58** **2.35**
CASH									
992118$20	CASH WF - Checking Account	2,757,122.41	Various 0.00%	2,757,122.41 2,757,122.41	1.00 0.00%	2,757,122.41 0.00	0.80% 0.00	NR / NR NR	0.00 0.00
992118$21	CASH River City - Cash	587,528.18	Various 0.00%	587,528.18 587,528.18	1.00 0.00%	587,528.18 0.00	0.17% 0.00	NR / NR NR	0.00 0.00
Total Cash		**3,344,650.59**	**N/A**	**3,344,650.59** **3,344,650.59**	**0.00%**	**3,344,650.59** **0.00**	**0.96%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CMO									
3137BSRE5	FHLMC K059 A2 3.12% Due 9/25/2026	1,925,000.00	02/18/2022 1.98%	2,007,714.84 1,987,612.63	96.22 4.30%	1,852,240.78 5,005.00	0.54% (135,371.85)	NR / AAA AAA	3.49 3.14
Total CMO		**1,925,000.00**	**1.98%**	**2,007,714.84** **1,987,612.63**	**4.30%**	**1,852,240.78** **5,005.00**	**0.54%** **(135,371.85)**	**NR / AAA** **AAA**	**3.49** **3.14**
CORPORATE									
037833DV9	Apple Inc Note 0.75% Due 5/11/2023	1,500,000.00	08/06/2021 0.28%	1,512,420.00 1,500,777.46	99.59 4.44%	1,493,865.00 4,375.00	0.43% (6,912.46)	Aaa / AA+ NR	0.11 0.11
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	1,800,000.00	10/18/2021 0.64%	1,885,032.00 1,827,249.64	98.51 4.67%	1,773,187.20 7,906.25	0.51% (54,062.44)	Aaa / AAA NR	0.85 0.82
02079KAB3	Alphabet Inc Note 3.375% Due 2/25/2024	1,800,000.00	10/18/2021 0.67%	1,913,382.00 1,843,608.46	99.35 4.12%	1,788,215.40 6,075.00	0.52% (55,393.06)	Aa2 / AA+ NR	0.91 0.87
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	1,500,000.00	08/06/2021 0.45%	1,499,880.00 1,499,951.45	95.84 4.31%	1,437,627.00 2,606.25	0.42% (62,324.45)	A1 / AA AA-	1.12 1.09
24422EVY2	John Deere Capital Corp Note 1.25% Due 1/10/2025	655,000.00	01/04/2022 1.27%	654,692.15 654,817.42	94.67 4.40%	620,087.19 1,842.19	0.18% (34,730.23)	A2 / A A+	1.78 1.72
64952WEK5	New York Life Global Note 1.45% Due 1/14/2025	1,680,000.00	01/11/2022 1.49%	1,678,185.60 1,678,917.32	94.47 4.71%	1,587,114.48 5,210.33	0.46% (91,802.84)	Aaa / AA+ AAA	1.79 1.72
023135CE4	Amazon.com Inc Note 3% Due 4/13/2025	385,000.00	04/11/2022 3.06%	384,387.85 384,585.01	97.54 4.28%	375,518.22 5,390.00	0.11% (9,066.79)	A1 / AA AA-	2.04 1.92
438516CB0	Honeywell Intl Callable Note Cont 5/1/2025 1.35% Due 6/1/2025	2,000,000.00	01/31/2022 1.71%	1,976,960.00 1,984,981.33	93.83 4.37%	1,876,542.00 9,000.00	0.54% (108,439.33)	A2 / A A	2.17 2.09
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	2,300,000.00	Various 3.13%	2,247,629.00 2,258,431.09	94.76 5.37%	2,179,505.30 6,317.33	0.63% (78,925.79)	A1 / A- AA-	2.17 2.08
14913R2Z9	Caterpillar Financial Service Note 3.65% Due 8/12/2025	1,960,000.00	08/08/2022 3.69%	1,957,628.40 1,958,130.42	98.19 4.46%	1,924,563.20 9,737.39	0.56% (33,567.22)	A2 / A A	2.37 2.23
57629WDK3	Mass Mutual Global funding Note 4.15% Due 8/26/2025	2,000,000.00	08/25/2022 4.11%	2,002,280.00 2,001,831.51	98.77 4.69%	1,975,470.00 8,069.44	0.57% (26,361.51)	Aa3 / AA+ AA+	2.41 2.25

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CORPORATE									
74153WCR8	Pricoa Global Funding Note 4.2% Due 8/28/2025	1,140,000.00	08/24/2022 4.22%	1,139,304.60 1,139,440.12	98.12 5.03%	1,118,623.86 4,389.00	0.32% (20,816.26)	Aa3 / AA- AA-	2.41 2.25
931142EW9	Wal-Mart Stores Note 3.9% Due 9/9/2025	1,915,000.00	Various 4.28%	1,895,089.50 1,898,483.53	99.70 4.03%	1,909,195.64 4,564.08	0.55% 10,712.11	Aa2 / AA AA	2.45 2.30
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	2,055,000.00	Various 4.12%	2,048,050.20 2,049,279.79	99.27 4.32%	2,039,961.51 3,653.34	0.59% (9,318.28)	A2 / A A	2.46 2.31
91324PEN8	United Health Group Inc Note 5.15% Due 10/15/2025	505,000.00	10/25/2022 5.15%	504,954.55 504,961.05	101.89 4.36%	514,524.81 11,053.19	0.15% 9,563.76	A3 / A+ A	2.55 2.31
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	2,000,000.00	Various 2.87%	1,982,049.25 1,987,037.64	93.89 5.25%	1,877,712.00 5,335.00	0.54% (109,325.64)	A1 / A AA-	2.86 1.78
713448FQ6	Pepsico Inc. Callable Note Cont 1/13/26 4.55% Due 2/13/2026	515,000.00	02/13/2023 4.57%	514,701.30 514,713.59	101.72 3.89%	523,878.60 2,994.15	0.15% 9,165.01	A1 / A+ NR	2.88 2.58
907818GE2	Union Pacific Corp Callable Note Cont 1/21/26 4.75% Due 2/21/2026	650,000.00	02/14/2023 4.82%	648,654.50 648,702.38	101.19 4.29%	657,710.95 3,430.56	0.19% 9,008.57	A3 / A- A-	2.90 2.59
58933YAY1	Merck & Co Callable Note Cont 1/24/2026 0.75% Due 2/24/2026	2,700,000.00	01/30/2023 4.34%	2,424,897.00 2,439,634.66	91.56 3.86%	2,472,117.30 2,081.25	0.71% 32,482.64	A1 / A+ NR	2.91 2.81
63743HFH0	National Rural Utility Corp Callable Note Cont. 2/13/2026 4.45% Due 3/13/2026	1,000,000.00	02/14/2023 4.97%	985,160.00 985,742.48	99.82 4.51%	998,158.00 6,427.78	0.29% 12,415.52	A2 / A- A	2.95 2.65
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	2,500,000.00	Various 5.17%	2,356,970.00 2,378,499.83	93.83 5.36%	2,345,647.50 23,247.50	0.68% (32,852.33)	A1 / A- A+	3.08 1.97
00440EAV9	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	2,500,000.00	03/09/2023 5.09%	2,375,300.00 2,377,365.65	96.72 4.50%	2,417,882.50 34,430.56	0.71% 40,516.85	A3 / A A	3.09 2.85
69371RR32	Paccar Financial Corp Note 1.1% Due 5/11/2026	3,000,000.00	Various 3.99%	2,721,240.00 2,749,889.23	90.39 4.44%	2,711,784.00 12,833.34	0.79% (38,105.23)	A1 / A+ NR	3.12 2.98
63743HEW8	National Rural Utilities Callable Note Cont. 5/15/2026 1% Due 6/15/2026	2,022,000.00	Various 3.83%	1,821,954.68 1,852,863.11	88.72 4.84%	1,793,993.21 5,953.66	0.52% (58,869.90)	A2 / A- A	3.21 3.08

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
06051GJK6	Bank of America Corp Callable Note Cont 10/24/2025 1.197% Due 10/24/2026	2,500,000.00	Various 3.48%	2,371,430.00 2,393,722.11	89.81 5.51%	2,245,207.50 13,050.63	0.65% (148,514.61)	A2 / A- AA-	3.57 2.45
57636QAG9	MasterCard Inc Callable Note 08/21/2026 2.95% Due 11/21/2026	2,000,000.00	09/16/2022 4.12%	1,910,900.00 1,922,191.07	95.46 4.31%	1,909,142.00 21,305.56	0.56% (13,049.07)	Aa3 / A+ NR	3.65 3.36
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	3,000,000.00	Various 2.81%	2,901,848.10 2,906,133.98	92.44 4.13%	2,773,173.01 12,350.00	0.80% (132,960.97)	A2 / A A	3.80 3.58
742718FV6	Procter & Gamble Co Note 1.9% Due 2/1/2027	2,615,000.00	01/27/2022 1.93%	2,611,286.70 2,612,148.93	93.04 3.87%	2,432,951.55 8,280.83	0.70% (179,197.38)	Aa3 / AA- NR	3.84 3.63
89236TJZ9	Toyota Motor Credit Corp Note 3.05% Due 3/22/2027	1,320,000.00	03/17/2022 3.05%	1,319,881.20 1,319,905.60	94.88 4.47%	1,252,475.40 1,006.50	0.36% (67,430.20)	A1 / A+ A+	3.98 3.68
74340XBN0	Prologis LP Callable Note Cont 2/15/2027 2.125% Due 4/15/2027	2,600,000.00	02/22/2023 4.74%	2,346,604.00 2,352,641.23	91.19 4.54%	2,371,041.40 25,476.39	0.69% 18,400.17	A3 / A NR	4.04 3.76
66815L2K4	Northwestern Mutual Glbl Note 4.35% Due 9/15/2027	800,000.00	09/08/2022 4.36%	799,680.00 799,714.70	99.09 4.58%	792,723.20 1,546.67	0.23% (6,991.50)	Aaa / AA+ AAA	4.46 4.00
91324PDE9	United Health Group Inc Note 2.95% Due 10/15/2027	2,500,000.00	Various 4.33%	2,354,980.00 2,359,024.69	94.43 4.31%	2,360,697.50 34,006.95	0.69% 1,672.81	A3 / A+ A	4.55 4.12
24422EWR6	John Deere Capital Corp Note 4.75% Due 1/20/2028	1,800,000.00	01/30/2023 4.36%	1,830,906.00 1,829,884.31	102.10 4.26%	1,837,800.00 19,475.00	0.54% 7,915.69	A2 / A A+	4.81 4.22
69353RFJ2	PNC Bank Callable Note Cont 12/23/2027 3.25% Due 1/22/2028	3,000,000.00	03/09/2023 5.06%	2,768,700.00 2,771,174.49	92.83 4.94%	2,785,023.00 18,687.50	0.81% 13,848.51	A2 / A A+	4.82 4.34
46625HRY8	JP Morgan Chase Callable Note 1X 2/1/2027 3.782% Due 2/1/2028	1,000,000.00	03/09/2023 5.81%	936,790.00 937,462.45	95.62 5.05%	956,154.00 6,303.33	0.28% 18,691.55	A1 / A- AA-	4.84 3.49
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	1,000,000.00	02/14/2023 4.52%	1,018,960.00 1,018,494.98	103.29 4.18%	1,032,899.00 6,325.00	0.30% 14,404.02	A2 / A A	4.88 4.22
Total Corporate		**64,217,000.00**	**3.49%**	**62,302,768.58** **62,342,392.71**	**4.54%**	**61,162,172.43** **354,736.95**	**17.74%** **(1,180,220.28)**	**A1 / A+** **A+**	**3.03** **2.70**

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LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	10,000,000.00	Various 2.88%	10,000,000.00 10,000,000.00	1.00 2.88%	10,000,000.00 282,641.00	2.97% 0.00	NR / NR NR	0.00 0.00
Total LAIF		**10,000,000.00**	**2.88%**	**10,000,000.00** **10,000,000.00**	**2.88%**	**10,000,000.00** **282,641.00**	**2.97%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
LOCAL GOV INVESTMENT POOL									
90CAMP$01	California Asset Mgmt Program CAMP	94,253,875.66	Various 4.80%	94,253,875.66 94,253,875.66	1.00 4.80%	94,253,875.66 333,732.82	27.28% 0.00	NR / AAA NR	0.00 0.00
Total Local Gov Investment Pool		**94,253,875.66**	**4.80%**	**94,253,875.66** **94,253,875.66**	**4.80%**	**94,253,875.66** **333,732.82**	**27.28%** **0.00**	**NR / AAA** **NR**	**0.00** **0.00**
MONEY MARKET FUND									
316175108	Fidelity Institutional Govt Money Market Fund	187,296.69	Various 4.71%	187,296.69 187,296.69	1.00 4.71%	187,296.69 0.00	0.05% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund		**187,296.69**	**4.71%**	**187,296.69** **187,296.69**	**4.71%**	**187,296.69** **0.00**	**0.05%** **0.00**	**Aaa / AAA** **NR**	**0.00** **0.00**
NEGOTIABLE CD									
89114WY74	Toronto Dominion Yankee CD 2.9% Due 6/1/2023	2,700,000.00	03/24/2023 4.75%	2,689,931.79 2,691,099.12	99.63 4.96%	2,689,923.60 66,120.00	0.79% (1,175.52)	P-1 / A-1+ F-1+	0.17 0.17
06367CVR5	Bank of Montreal Chicago Yankee DC 3.05% Due 6/9/2023	1,550,000.00	03/09/2023 5.07%	1,541,732.04 1,543,730.89	99.60 4.98%	1,543,866.65 38,739.24	0.46% 135.76	P-1 / A-1 F-1+	0.19 0.19
Total Negotiable CD		**4,250,000.00**	**4.87%**	**4,231,663.83** **4,234,830.01**	**4.97%**	**4,233,790.25** **104,859.24**	**1.25%** **(1,039.76)**	**Aaa / AAA** **AAA**	**0.18** **0.17**
US TREASURY									
912797FQ5	US Treasury Bill 4.84% Due 6/27/2023	4,000,000.00	03/10/2023 4.98%	3,941,376.17 3,953,208.50	98.83 4.98%	3,953,208.50 0.00	1.14% 0.00	P-1 / A-1+ F-1+	0.24 0.24

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US TREASURY									
91282CCK5	US Treasury Note 0.125% Due 6/30/2023	2,350,000.00	10/28/2021 0.39%	2,339,443.36 2,348,439.91	98.91 4.51%	2,324,373.25 738.43	0.67% (24,066.66)	Aaa / AA+ AAA	0.25 0.25
912797FR3	US Treasury Bill 5.005% Due 7/5/2023	4,000,000.00	03/09/2023 5.16%	3,934,935.00 3,947,169.44	98.68 5.16%	3,947,169.44 0.00	1.14% 0.00	P-1 / A-1+ F-1+	0.26 0.26
91282CCN9	US Treasury Note 0.125% Due 7/31/2023	2,800,000.00	10/28/2021 0.43%	2,785,125.00 2,797,187.70	98.49 4.68%	2,757,672.40 580.11	0.80% (39,515.30)	Aaa / AA+ AAA	0.33 0.33
91282CCU3	US Treasury Note 0.125% Due 8/31/2023	2,000,000.00	10/14/2021 0.34%	1,991,953.13 1,998,214.42	98.13 4.70%	1,962,656.00 217.39	0.57% (35,558.42)	Aaa / AA+ AAA	0.42 0.41
91282CAK7	US Treasury Note 0.125% Due 9/15/2023	2,000,000.00	08/18/2021 0.24%	1,995,078.13 1,998,914.20	97.97 4.67%	1,959,376.00 115.49	0.57% (39,538.20)	Aaa / AA+ AAA	0.46 0.45
91282CAP6	US Treasury Note 0.125% Due 10/15/2023	2,000,000.00	08/06/2021 0.25%	1,994,609.38 1,998,667.56	97.57 4.73%	1,951,328.00 1,153.85	0.56% (47,339.56)	Aaa / AA+ AAA	0.54 0.53
91282CAW1	US Treasury Note 0.25% Due 11/15/2023	2,800,000.00	10/28/2021 0.52%	2,784,578.13 2,795,292.92	97.25 4.77%	2,723,109.20 2,649.17	0.79% (72,183.72)	Aaa / AA+ AAA	0.63 0.61
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	2,000,000.00	08/18/2021 0.29%	1,992,187.50 1,997,623.08	96.86 4.68%	1,937,266.00 734.89	0.56% (60,357.08)	Aaa / AA+ AAA	0.71 0.69
91282CBE0	US Treasury Note 0.125% Due 1/15/2024	2,800,000.00	10/28/2021 0.58%	2,771,890.63 2,789,946.03	96.47 4.71%	2,701,126.40 734.81	0.78% (88,819.63)	Aaa / AA+ AAA	0.79 0.77
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,000,000.00	10/14/2021 0.48%	1,988,750.00 1,995,548.47	95.94 4.64%	1,918,828.00 230.98	0.55% (76,720.47)	Aaa / AA+ AAA	0.96 0.93
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	2,000,000.00	10/14/2021 0.51%	1,993,437.50 1,997,268.62	95.71 4.64%	1,914,296.00 3,461.54	0.55% (82,972.62)	Aaa / AA+ AAA	1.04 1.01
91282CCC3	US Treasury Note 0.25% Due 5/15/2024	2,550,000.00	11/29/2021 0.71%	2,521,412.11 2,536,933.07	95.36 4.53%	2,431,664.70 2,412.64	0.70% (105,268.37)	Aaa / AA+ AAA	1.13 1.10
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	2,000,000.00	08/24/2021 0.41%	1,991,015.63 1,996,134.53	95.09 4.46%	1,901,876.00 1,469.78	0.55% (94,258.53)	Aaa / AA+ AAA	1.21 1.18
91282CCL3	US Treasury Note 0.375% Due 7/15/2024	2,000,000.00	10/25/2021 0.69%	1,983,046.88 1,991,958.79	94.98 4.41%	1,899,688.00 1,574.59	0.55% (92,270.79)	Aaa / AA+ AAA	1.29 1.26
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	2,000,000.00	10/14/2021 0.58%	1,988,437.50 1,994,391.91	94.71 4.37%	1,894,218.00 932.32	0.55% (100,173.91)	Aaa / AA+ AAA	1.38 1.35
91282CCX7	US Treasury Note 0.375% Due 9/15/2024	2,000,000.00	10/14/2021 0.61%	1,986,562.50 1,993,281.25	94.48 4.33%	1,889,610.00 346.47	0.55% (103,671.25)	Aaa / AA+ AAA	1.46 1.42

Holdings Report

As of March 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CDB4	US Treasury Note 0.625% Due 10/15/2024	2,000,000.00	10/14/2021 0.64%	1,999,218.75 1,999,598.68	94.58 4.30%	1,891,562.00 5,769.23	0.55% (108,036.68)	Aaa / AA+ AAA	1.55 1.50
912828YV6	US Treasury Note 1.5% Due 11/30/2024	2,000,000.00	11/03/2021 0.77%	2,044,062.50 2,023,916.28	95.64 4.23%	1,912,812.00 10,054.95	0.55% (111,104.28)	Aaa / AA+ AAA	1.67 1.61
91282CDN8	US Treasury Note 1% Due 12/15/2024	2,500,000.00	12/30/2021 0.98%	2,501,562.50 2,500,901.94	94.76 4.21%	2,369,042.50 7,348.90	0.69% (131,859.44)	Aaa / AA+ AAA	1.71 1.66
912828Z52	US Treasury Note 1.375% Due 1/31/2025	2,550,000.00	11/29/2021 0.90%	2,587,951.17 2,571,990.70	95.17 4.13%	2,426,784.00 5,811.46	0.70% (145,206.70)	Aaa / AA+ AAA	1.84 1.78
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	2,550,000.00	11/29/2021 0.95%	2,512,646.48 2,527,594.03	93.27 4.04%	2,378,372.25 34.84	0.69% (149,221.78)	Aaa / AA+ AAA	2.00 1.95
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	2,500,000.00	12/30/2021 1.08%	2,430,175.78 2,455,744.42	92.27 4.01%	2,306,835.00 2,094.78	0.67% (148,909.42)	Aaa / AA+ AAA	2.17 2.12
91282CAJ0	US Treasury Note 0.25% Due 8/31/2025	2,500,000.00	01/27/2022 1.52%	2,389,843.75 2,425,806.28	91.61 3.93%	2,290,137.50 543.48	0.66% (135,668.78)	Aaa / AA+ AAA	2.42 2.36
912828M56	US Treasury Note 2.25% Due 11/15/2025	1,800,000.00	05/25/2022 2.69%	1,773,984.38 1,780,339.65	95.95 3.89%	1,727,085.60 15,327.35	0.50% (53,254.05)	Aaa / AA+ AAA	2.63 2.49
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	2,500,000.00	01/25/2022 1.45%	2,400,195.31 2,430,762.27	91.22 3.87%	2,280,470.00 3,142.17	0.66% (150,292.27)	Aaa / AA+ AAA	2.67 2.60
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	2,000,000.00	01/27/2022 1.56%	1,910,156.25 1,936,990.25	91.15 3.79%	1,822,968.00 1,885.36	0.53% (114,022.25)	Aaa / AA+ AAA	2.76 2.69
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	4,300,000.00	Various 2.75%	3,981,519.53 4,021,733.64	90.78 3.84%	3,903,423.90 2,672.65	1.13% (118,309.74)	Aaa / AA+ AAA	2.84 2.77
91282CBQ3	US Treasury Note 0.5% Due 2/28/2026	3,000,000.00	02/22/2022 1.87%	2,842,148.44 2,885,433.79	90.89 3.83%	2,726,601.00 1,304.35	0.79% (158,832.79)	Aaa / AA+ AAA	2.92 2.84
91282CCF6	US Treasury Note 0.75% Due 5/31/2026	2,500,000.00	01/25/2022 1.52%	2,419,824.22 2,441,561.66	90.96 3.81%	2,274,022.50 6,284.34	0.66% (167,539.16)	Aaa / AA+ AAA	3.17 3.07
9128282A7	US Treasury Note 1.5% Due 8/15/2026	3,200,000.00	09/30/2022 4.10%	2,904,250.00 2,942,498.94	92.82 3.78%	2,970,124.80 5,966.85	0.86% 27,625.86	Aaa / AA+ AAA	3.38 3.24
912828X88	US Treasury Note 2.375% Due 5/15/2027	4,100,000.00	Various 3.99%	3,833,273.45 3,852,273.17	94.98 3.70%	3,894,200.50 36,851.87	1.13% 41,927.33	Aaa / AA+ AAA	4.13 3.84

Holdings Report

As of March 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	4,000,000.00	Various 3.78%	3,826,832.03 3,837,211.66	96.30 3.68%	3,852,188.00 18,232.04	1.12% 14,976.34	Aaa / AA+ AAA	4.34 4.02
9128282R0	US Treasury Note 2.25% Due 8/15/2027	4,700,000.00	Various 3.92%	4,363,234.38 4,388,492.78	94.33 3.66%	4,433,604.00 13,145.72	1.28% 45,111.22	Aaa / AA+ AAA	4.38 4.10
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	3,800,000.00	Various 3.94%	3,830,546.88 3,829,165.48	101.88 3.67%	3,871,546.40 428.27	1.12% 42,380.92	Aaa / AA+ AAA	4.50 4.08
91282CFU0	US Treasury Note 4.125% Due 10/31/2027	3,825,000.00	Various 3.74%	3,887,847.66 3,885,325.01	101.92 3.67%	3,898,363.50 66,250.69	1.14% 13,038.49	Aaa / AA+ AAA	4.59 4.08
Total US Treasury		**97,625,000.00**	**2.01%**	**95,423,112.01** **95,867,521.03**	**4.21%**	**93,297,609.34** **220,501.76**	**26.97%** **(2,569,911.69)**	**Aaa / AA+** **AAA**	**2.12** **2.01**
TOTAL PORTFOLIO		**353,765,822.94**	**3.28%**	**349,740,773.63** **350,170,974.54**	**4.42%**	**345,191,849.54** **1,582,675.20**	**100.00%** **(4,979,125.00)**	**Aa1 / AA+** **AAA**	**1.74** **1.52**
TOTAL MARKET VALUE PLUS ACCRUED						**346,774,524.74**			

Important Disclosures

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

CHANDLER ASSET MANAGEMENT

Monthly Statement Glossary

Definitions are listed by report and are ordered by the location of the fields going from the left side of the report to the right.

Portfolio Summary

Average Modified Duration – The weighted average duration of the portfolio (based on market value, including accrued interest). Duration is the weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

Average Coupon – The weighted average coupon of the portfolio, based on the par value. Coupon is the stated rate of annual interest paid on a bond.

Average Purchase YTM – The weighted average purchase yield to maturity of the portfolio, based on the book value. The YTM is the internal rate of return that equates the periodic future cash flows (interest payments and redemption value) of the bond to its purchase price.

Average Market YTM – The weighted average market yield to maturity of the portfolio, based on market value, including accrued interest. The market YTM is the internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price.

Average S&P/Moody Rating – The weighted average Standard and Poor's rating and Moody's rating of securities in the portfolio based on market value, including accrued interest.

Average Final Maturity – The weighted average maturity of the portfolio, based on market value, including accrued interest. Maturity is the final date upon which principal of a security becomes due and payable.

Average Life – The weighted average life of the portfolio, based on market value, including accrued interest. The average life in mortgage-related investments is the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Market Value – The current fair value of an investment, as determined by transactions between willing buyers and sellers.

Accrued Interest – The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

Portfolio Summary (continued)

Total Market Value – The market value plus accrued interest.

Income Earned – The income earned in the portfolio which includes income received, net interest accrued and net accretion/amortization.

Cont/WD – The net amount of contributions and withdrawals for the reporting period.

Par – The face value or number of units held in the portfolio.

Book Value – The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Cost Value – The value at which the securities were purchased. This is calculated by multiplying the par or units by the purchase price, excluding accrued interest.

Total Rate of Return – A measure of a portfolio's performance over time. It is the internal rate of return that equates the beginning value of the portfolio with the ending value, including interest earnings and realized/unrealized gains and losses on the portfolio, adjusted by the amount and timing of contributions to and withdrawals from the portfolio.

Holdings Report

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description – The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units – The face value or number of units held in the portfolio.

Purchase Date – The settlement date on which the security was purchased.

Book Yield – The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value – The value at which the securities were purchased, excluding purchased interest.

Book Value – The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price – The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value – The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. – The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. – The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Holdings Report (continued)

Moody – The Moody's rating for the security.

S&P – The Standard and Poor's rating for the security.

Fitch – The Fitch rating for the security.

Maturity – The weighted average maturity of the portfolio, based on market value, including accrued interest. Maturity is the final date upon which principal of a security becomes due and payable.

Duration – The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

Transaction Ledger

Transaction Type – Purchase, sale, interest/paydown (principal), dividend, withdrawal, or contribution.

Settlement Date – The date on which an executed security trade must be settled. That is, the date on which a buyer must pay for the securities and the seller must deliver them.

CUSIP – A unique identification number assigned to all securities.

Quantity – Par value of bonds or units, such as equity or mutual fund shares.

Security Description – The issuer name, coupon (periodic interest payment rate) and maturity.

Price – The price at which the transaction was executed, expressed as dollars per $100 dollars of par value.

Acq/Disp Yield – Yield to Maturity on the purchase/sale date.

Amount – The principal amount of the transaction (i.e. units or par value x price).

Interest Pur/Sold – The accrued interest purchased or sold on the transaction. When a bond is purchased or sold between coupon payment dates, the accrued interest up to the settlement date of the transaction is included in the net proceeds.

Total Amount – The principal amount (i.e. units or par value x price) plus accrued interest purchased or sold.

Gain/Loss – The realized gain or loss on the security compared to the original purchase or amortized cost. For the amortization method, gain/loss is calculated by taking the principal amount on the sale less the amortized book value on the date of the sale. If the original cost method is used, the gain/loss is calculated by taking the principal amount on the sale less the original cost.

RATING TIER DEFINITIONS

MOODY'S	S&P	FITCH	CREDIT WORTHINESS
Aaa	AAA	AAA	An obligor has EXTREMELY STRONG capacity to meet its financial commitments.
Aa1	AA+	AA+	An obligor has VERY STRONG capacity to meet its financial commitments. It differs from the highest-rated obligators only to a small degree
Aa2	AA	AA	
Aa3	AA-	AA-	
A1	A+	A+	An obligor has STRONG capacity to meet its financial commitments but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligors in higher-rated categories.
A2	A	A	
A3	A-	A-	
Baa1	BBB+	BBB+	An obligor has ADEQUATE capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments.
Baa2	BBB	BBB	
Baa3	BBB-	BBB-	
Ba1	BB+	BB+	An obligor is LESS VULNERABLE in the near term than other lower-rated obligors. However, it faces major ongoing uncertainties and exposure to adverse business, financial, or economic conditions which could lead to the obligor's inadequate capacity to meet its financial commitments.
Ba2	BB	BB	
Ba3	BB-	BB-	
B1	B+	B+	An obligor is MORE VULNERABLE than the obligors rated "BB', but the obligor has the capacity to meet its financial commitments. Adverse business, financial, or economic conditions will likely impair the obligor's capacity or willingness to meet its financial commitments.
B2	B	B	
B3	B-	B-	
Caa	CCC	CCC	An obligor is CURRENTLY VULNERABLE, and is dependent upon favorable business, financial, and economic conditions to meet its financial commitments.
Ca	CC	CC	An obligor is CURRENTLY HIGHLY-VULNERABLE.
	C	C	An obligor is CURRENTLY HIGHLY-VULNERABLE to nonpayment. May be used where a bankruptcy petition has been filed.
C	D	D	An obligor has failed to pay one or more of its financial obligations (rated or unrated) when it became due.
e,p	pr	Expected	Preliminary ratings may be assigned to obligations pending receipt of final documentation and legal opinions. The final rating may differ from the preliminary rating.
WR		WD	Rating withdrawn for reasons including: debt maturity, calls, puts conversions, etc., or business reasons (e.g. change in the size of a debt issue), or the issuers defaults.
Unsolicited	Unsolicited		The rating was initiated by the ratings agency and not requested by the issuer.
	SD	RD	This rating is assigned when the agency believes that the obligor has selectively defaulted on a specific issue or class of obligations but it will continue to meet its payment obligations on other issues or classes of obligations in a timely manner.
NR	NR	NR	No rating has been requested, or there is insufficient information on which to base a rating.

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 2.1

MEETING DATE: **05/09/2023**

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

AGENDA ITEM PREPARER: Gracie Rodriguez

DEPT HEAD/DIRECTOR: Ray Espinosa

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R.ESPINOSA
Receive presentation on the Accountability, Transparency, Housing, Outreach, Mitigation & Economic Opportunity (AT HOME) comprehensive plan to address homelessness and adopt resolution supporting AT HOME; receive presentation on the National Center for Public Lands Counties and approve a one-time contribution of one percent (1%), equivalent to three thousand three hundred three & ninety-nine cents ($3,303.99) of the Local Assistance and Tribal Consistency Funds to go towards the National Center of Public Lands Counties ($330,398.72); adopt a motion supporting contribution.
SBC FILE NO.:119
RESOLUTION NO.: 2023-51

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Accountability, Transparency, Housing, Outreach, Mitigation & Economic Opportunity ('AT HOME') Plan
The AT HOME plan is a first-of-its kind comprehensive approach to effectively and equitably addressing homelessness in California. The six pillar plan includes broad goals and specific policy proposals to ensure clear lines of responsibility and accountability for every level of government while improving the way California collectively responds to homelessness.

AT HOME was developed nearly a year of an all county effort to analyze barriers to addressing homelessness and developing solutions, tailored to the unique needs of communities. The six pillars of the AT HOME include:

- Accountability: clear responsibilities aligned to authority, resources and flexibility for all levels of government.
- Transparency: Integrate and expand data to improve program effectiveness.
- Housing: Increase and maintain housing units across spectrum.
- Outreach: Develop sustainable outreach systems and increase workforce to support these systems.
- Mitigation: strengthen safety net programs; and
- Economic Opportunity: Create employment and education pathways as well as supports for basic needs.

NATIONAL CENTER FOR PUBLIC LANDS

The national Association of Counties (NACo) and Western Interstate Regions (WIR) Board of Directors have established the National Center for Public Lands Counties to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous United States. The National Center for Public Lands Counties (The Center) will utilize traditional and new media outlets to tell a county's story and develop a detailed, individual researched and written county profile. Through these stories and profiles, it could enhance exposure to public lands counties by bringing in resources and attention to their communities. The California State Association of Counites (CSAC) is working with NACo to ensure the National Center of Public Lands Counties appropriately emphasizes the importance of recreation economic and does not solely focus on extraction based public lands.

The National Center for Public Lands Counties will be reporting to NACo and WIR Board of Directors on its financial health and issue an annual report on research and progress. NACo is requesting counties make a one time contribution to get the Center up and running at the beginning stages of this effort regarding public lands. Public Lands counties' monetary contribution will be collected by CSAC and passed along to NACo. If additional funds are needed by the Center, then that request will be brought back to your Board.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

Yes

CONTRACT NEEDED FOR THIS ITEM:

No

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:

N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

Non-general Fund

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

1. Receive presentation on the Accountability, Transparency, Housing, Outreach, Mitigation & Economic Opportunity (AT HOME) comprehensive plan to address homelessness and adopt resolution supporting AT HOME;
2. Receive presentation on the National Center for Public Lands Counties and approve a one-time contribution of one percent (1%) , equivalent to Three thousand three hundred three Dollars & ninety-nine cents ($3,303.99), of the Local Assistance and Tribal Consistency Funds to go towards the National Center of Public Lands Counties; adopt a motion approving the contribution.

BOARD ACTION RESULTS:

Adopted Resolution No. 2023-51 per staff recommendation and amend paragraph #3 to replace "unlike" with "Including". (5/0 vote)

Approved a one-time contribution of $3,303.99 per staff recommendation. (4/1 vote, Kosmicki – No)

ATTACHMENTS:

AT HOME - San Benito County 5.9.23 Presentation
AT HOME Resolution
AT HOME Presentation
AT HOME Flyer
National Center for Public Lands Counties Presentation
CSAC Invoice-National Center for Public Lands Counties
LATCF Allocations for Eligible Revenue Sharing County Governments
Fully Executed Resolution No. 2023-51 - At Home Plan

AT HOME

ACCOUNTABILITY, TRANSPARENCY, HOUSING, OUTREACH, MITIGATION & ECONOMIC OPPORTUNITY

A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

San Benito County Board of Supervisors

May 9, 2023

Presented by: Graham Knaus, CEO

California State Association of Counties

Homelessness

- No real system to define who does what
- No accountability linked to State/Local authority, responsibilities, flexibility, and resources
- CSAC survey, program inventory, principles and policy recommendations

To make meaningful progress in helping those who are unhoused,

the California State Association of Counties offers:

AT HOME

ACCOUNTABILITY, TRANSPARENCY, HOUSING, OUTREACH, MITIGATION & ECONOMIC OPPORTUNITY

A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

Accountability

Clear responsibilities aligned to authority, resources, and flexibility for all levels of government

- One countywide plan
  - Clear and measurable outcomes
  - Funded through one fiscal agent
  - Counties and cities have unique authority and are ultimately responsible to constituents

Accountability

Clear responsibilities aligned to authority, resources, and flexibility for all levels of government

- Clearly defined roles and responsibilities
  - Cities – site and support shelters, site permanent supportive housing, and encampment clean-up in incorporated areas
  - Counties – site and support shelters, site permanent supportive housing, and encampment clean-up in unincorporated areas; HHS programs countywide
  - Cities/Counties – encampment outreach determined locally

Accountability

Clear responsibilities aligned to authority, resources, and flexibility for all levels of government

- Ongoing funding
  - Allocated to entities commensurate with responsibilities identified in countywide plan
  - Maximize local flexibility
  - Performance-based funding for achieving success
  - Minimum county amount

AT HOME Coalition for Accountability

- The AT HOME Coalition for Accountability is urging the state to adopt the Accountability Pillar of CSAC's AT HOME Plan as quickly as possible.
- Scan the QR code to join the coalition

AT HOME
A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

Action Steps

- Work with Governor, Legislature, Federal partners, cities, and stakeholders
- Draft language for Accountability pillar
- Build broad coalition
- County Board endorsement of AT HOME

AT HOME
A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

AT HOME

ACCOUNTABILITY, TRANSPARENCY, HOUSING, OUTREACH, MITIGATION & ECONOMIC OPPORTUNITY

A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

Thank you! Questions?

Scan the QR code to access 'AT HOME' resources, including sample resolution, fact sheets and a social media toolkit.

National Center for Public Lands Counties

About the Center

- The NACo and WIR Boards of Directors established The Center to enhance communications on how prosperous public lands create a prosperous America.
- The Center has been developed through a small working group that includes Supervisor John Peters, Mono County.
- The Center will report to the NACo and WIR Board of Directors.
- CSAC is working with NACo to ensure that the Center emphasizes the importance of both recreation economies and extraction based public lands.

National Center for Public Lands Counties

County Contributions

- To get established, NACo is aiming for $15 million over the next two years, financed through voluntary contributions from county general funds
- The timing of creation of The Center is linked to the once-in-a-generation doubling of the typical annual Payment-In-Lieu-of-Taxes (PILT) funding that is directly due to the extensive advocacy efforts of NACo during ARPA negotiations.
- We would appreciate it if your Board would consider a contribution.

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

RESOLUTION NO. 2023-___

RESOLUTION OF THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO, CALIFORNIA, IN SUPPORT OF THE CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) 'AT HOME' PLAN

WHEREAS, homelessness is an urgent humanitarian crisis with an estimated 172,000 unsheltered individuals across California; and

WHEREAS, the undertowing of massive economic and systemic inequities, as well as a tangled web of decisions made by well-intentioned policies and programs built over decades, continues to stymie efforts to support those who are unhoused or at risk of becoming unhoused; and

WHEREAS, unlike other areas of government such as education, child welfare, infrastructure, and many other policy areas, California lacks a comprehensive plan to address those who are unhoused and at risk of becoming unhoused effectively and equitably; and

WHEREAS, the current approach to addressing homelessness is fragmented and lacks clear lines of responsibility, accountability, sustainability; and

WHEREAS to make meaningful progress in helping those who are unhoused and housing insecure, the California State Association of Counties (CSAC) offers a first-of-its-kind comprehensive approach to address homelessness; and

WHEREAS, the AT HOME plan includes broad goals and specific policy proposals to ensure clear lines of responsibility and accountability for every level of government and improve the way California collectively responds to those who are unhoused or at risk of becoming unhoused; and

WHEREAS, the six pillars of AT HOME stand for Accountability, Transparency, Housing, Outreach, Mitigation, and Economic opportunity; and

WHEREAS, AT HOME elevates homelessness as an important shared California priority, similar to how education, child welfare, infrastructure, etc. are prioritized; and

WHEREAS, AT HOME provides a comprehensive roadmap to reducing and mitigating homelessness; and

WHEREAS, counties run or administer most health and human services programs on behalf of the state and federal government; and

WHEREAS, these programs include CalWORKs, Medi-Cal, mental health, and substance use disorder services, In-Home Supportive Services, Child Welfare Services, Adult Protective Services, and CalFresh; and

WHEREAS, California's counties are at the frontlines of these crucial safety net programs; and

THEREFORE, BE IT RESOLVED that the County of San Benito supports the CSAC AT HOME Plan;

BE IT FURTHER RESOLVED that the County of San Benito will join a growing coalition of local government, public safety, social justice, health, labor, housing, community, and other organizations throughout the state in support of AT HOME.

Staff is hereby directed to email a copy of this adopted resolution to the California State Association of Counties at fmcting@counties.org.

PASSED, APPROVED, AND ADOPTED this 9th day of May, 2023.

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSTAIN: SUPERVISORS
ABSENT: SUPERVISORS

BY: _____
Mindy Sotelo,
Chair of San Benito County Board of Supervisors

APPROVED AS TO LEGAL FORM:
Barbara J. Thompson, County Counsel

By: _____
Joel Ellinwood, Assistant County Counsel

Date: May 9, 2023

ATTEST:
Vanessa Delgado, Clerk of the Board

By: _____

Date: _____

WELCOME TO THE WEBINAR

AT HOME

ACCOUNTABILITY, TRANSPARENCY, HOUSING, OUTREACH, MITIGATION & ECONOMIC OPPORTUNITY

A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

WE WILL BEGIN SHORTLY

March 27, 2023

Webinar Housekeeping

- All participants are muted.
- If you have a question, please use the Q&A feature to submit your question.
- If you are unable to utilize the chat feature, please send your question to rserrao@counties.org.
- A copy of this presentation is available on the AT HOME webpage and a recording will be made available soon.

CSAC Homelessness Efforts

- Unique challenge, prioritization, and focus
- Homelessness Action Team (HAT)
- CSAC Homelessness Principles
- Homelessness Policy Solutions Group (HPSG)
- Officers/Executive Committee/Board Leadership

Developing AT HOME Plan

- CSAC County Survey
- Homelessness Inventory
- Workgroup Meetings
- County Input

AT HOME

ACCOUNTABILITY, TRANSPARENCY, HOUSING, OUTREACH, MITIGATION & ECONOMIC OPPORTUNITY

A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

To make meaningful progress in helping those who are unhoused, the California State Association of Counties offers the 'AT HOME' Plan.

Accountability

Clear responsibilities aligned to authority, resources, and flexibility for all levels of government

- One countywide plan
  - Clear and measurable outcomes
  - Funded through one fiscal agent
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  - Maximize local flexibility
  - Performance-based funding for achieving success
  - Minimum county amount

Transparency

Integrate and expand data to improve program effectiveness

- Funding and technical assistance to support robust data systems with case management and secure data sharing
- Standardize data collection and planning around institutional discharge
- Pursue enhancements to existing HHS data systems to provide more robust data on housing needs

Housing

Increase and maintain housing units across the spectrum

- More federal and state funding to build low-income housing, especially permanent supportive housing for persons with complex/high needs
- Create and fund flexible housing subsidies and expand and increase flexibility for the existing Housing Choice vouchers
- Reduce complexity of planning, permitting, and constructing affordable housing

Outreach

Develop sustainable outreach systems and increase workforce to support these systems

- Maximize efforts to obtain federal funds to cover outreach, rapid response, and retention activities
- Expand training incentives for law enforcement and probation responding to unsheltered individuals
- Identify skills needed for a homeless response system workforce, including leveraging lived experience and creating new trained classifications

Mitigation

Strengthen safety net programs

- Increase flexibility of county behavioral health funding to maximize federal Medi-Cal funds and expand the reach of investments for the unsheltered population
- Ensure counties have sufficient resources to administer core safety net programs
- Increase access to programs that provide treatment and recovery services for substance use disorder

Economic Opportunity

Create employment and education pathways, as well as supports for basic needs

- Develop specialized education and job training programs to serve formerly homeless persons, including those who are justice-involved
- Work with local workforce development/investment boards and partner with community colleges
- Continue and expand efforts to assist more qualifying aged, blind, and disabled persons to obtain SSI/SSP benefits

Next Steps

- Work with Governor, Legislature, Federal partners, cities, and stakeholders
- Engage on state budget, bills, and federal administrative actions
- Legislative Conference (April 12-13)
- Communications strategy

County Actions

- CSAC
  - ✓ Draft language for Accountability pillar
  - ✓ Coordinate with affiliates/counties on advocacy
  - ✓ Work with affiliates/counties on cost estimate
- Counties
  - ✓ Board adoption/endorsement of AT HOME
  - ✓ Share AT HOME with cities, chambers, labor, local partners, and legislative delegation

Thank you! Questions?

Scan the QR code to access ‘AT HOME’ resources, including fact sheets and a social media toolkit.

CSAC Contacts

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AT HOME

A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

Homelessness is THE humanitarian crisis of our time. Despite significant investments by the state and local governments, California lacks a comprehensive plan to address it effectively and equitably. The current approach to helping those who are unhoused is fragmented and lacks clear lines of responsibility, accountability and sustainability. This must change.

To make meaningful progress in helping those who are unhoused, the California State Association of Counties (CSAC) offers the 'AT HOME' Plan. Counties are determined to work with our federal, state and local partners, and in partnership with the Governor and the Legislature, to implement this comprehensive plan to help those who are unhoused or at risk of becoming unhoused in our communities.

A CCOUNTABILITY

Clear responsibilities aligned to authority, resources, and flexibility for all levels of government

No one level of government is solely responsible for the homelessness crisis. We need to develop a comprehensive and coordinated plan that includes all levels of government. The undertow of massive economic and systemic inequities, as well as a tangled web of decisions made by well-intentioned policies and programs built over decades, continues to stymie efforts to support those who are unhoused or at risk of becoming unhoused.

- Clearly define city and county roles for siting and supporting shelters, siting permanent supportive housing, encampment outreach, and encampment clean-up.
- Commit ongoing funding – one-time funding is neither sustainable nor conducive to maintaining programs.
- Work with the state and cities from start to finish, require the submission of countywide or regional plans with established, clear goals and responsibilities.
- Allocate funding commensurate with the responsibilities each entity has within the plan and provide for maximum local flexibility to be used in accordance with established goals and outcomes.

T RANSPARENCY

Integrate and expand data to improve program effectiveness

Current data systems and data sharing do not support an integrated case management approach to helping those who are unhoused or at risk of becoming unhoused.

- Integrate and expand data systems to enhance transparency and allow for data-driven decision making.
- Enhance existing health, social services and state and local criminal justice data systems to provide more robust data on the immediate and long-term needs of individuals and better manage institutional discharges.

H OUSING

Increase and maintain housing units across the spectrum

There is a significant shortage of housing in California, especially affordable housing to support aged, disabled and very low-income residents.

- Increase resources needed to acquire, build and operate housing solutions across the full housing continuum, especially permanent supportive housing for individuals with complex needs.
- Increase flexibility and streamlining to generate more affordable housing projects.
- Create flexible housing subsidies and modify federal Housing Choice Vouchers to help more individuals utilize rental assistance to maintain housing.

OUTREACH

Develop sustainable outreach systems and increase workforce to support these systems

There is a significant shortage of Health and Human Services (HHS) workers to manage the programs and services that assist with addressing homelessness in California. In addition to identifying ways to support and build this workforce, new classifications that leverage lived experience and support housing navigation are also needed. To further strengthen and stabilize this system, federal funding should be obtained for many of these critical activities.

- Recruit, train and retain a robust HHS workforce and consider new certifications for workers in housing and other fields.
- Leverage additional federal funding for outreach and rapid response.
- Expand training and quality improvement incentives for law enforcement and probation responding to unhoused individuals.

MITIGATION

Strengthen safety net programs

Counties run or administer most health and human services programs on behalf of the state. These programs serve as the safety net in California, and we must strengthen these programs to prevent individuals from becoming homeless.

- Provide adequate funding for county administration of safety net programs to ensure eligible individuals can be enrolled and receive the services they need timely.
- Increase the availability of and access to programs and services that provide screening, treatment, and recovery services for substance use disorder.
- Increase flexibility for county behavioral health funding to maximize federal Medi-Cal funds and expand the reach of county behavioral health investments for the unsheltered population.

ECONOMIC OPPORTUNITY

Create employment and education pathways, as well as supports for basic needs

Specialized education and career programs and services are needed to support the economic opportunity and long-term self-sufficiency of those who are formerly homeless or at risk of experiencing homelessness, including justice-involved individuals, veterans, older Californians, and former foster youth.

- Update local workforce development and investment boards to address employment for unhoused populations and work with California Community Colleges to develop programs that support the formerly unhoused.
- Increase accessible programs for justice-involved individuals to receive training and overcome employment barriers.
- Continue and expand efforts to assist more qualifying aged, blind, and disabled persons to obtain SSI/SSP benefits and expand subsidized housing placements for these populations.

3/10/23

FOR MORE INFORMATION, CONTACT:
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dbradley@counties.org

ACCOUNTABILITY

Clear responsibilities aligned to authority, resources, and flexibility for all levels of government

Counties and cities across California are leading and collaborating to provide solutions to homelessness. Many counties and cities have already forged countywide plans that bring together cities, tribal governments, continuums of care, housing authorities, managed care plans, and community based organizations. To effectively address homelessness statewide and increase accountability, partnerships and plans are necessary. This will involve cities and counties coming together with clearly defined roles, responsibilities, and actions needed to address homelessness.

The state can support local governments by aligning fiscal incentives in a way that supports defined responsibilities and collaboration. The Homeless Housing, Assistance and Prevention (HHAP) grants have been an important flexible funding source to support local efforts to address homelessness and recent distributions have encouraged the submission of joint plans for overlapping jurisdictions. More state actions that further local coordination are warranted.

In order to build a comprehensive and accountable system, not only must there be plans with clearly defined roles, responsibilities, and actions, but there also must be ongoing funding from the state. Local governments have made significant investments to address homelessness. However, counties and cities are not able to make long-term commitments to a comprehensive system of care with one-time state funding and will not be able to maintain the level of services temporarily supported by the federal COVID-19 related funding and HHAP funding. Sustained state funding, paired with local flexibility and technical assistance, is necessary to achieve continued and sustained progress on homelessness and to meet measurable goals aligned to investments and authority.

Current state and federal funding streams that support homelessness efforts are fraught with complexity and support a patchwork of programs administered by different governmental entities. This has often resulted in actions by different entities that are not aligned and accountable to measurable goals. The current funding structure has led to fractured decision making and administrative convolution that hinder progress in addressing homelessness.

TO IMPROVE ACCOUNTABILITY, THE FOLLOWING ACTIONS ARE RECOMMENDED:

- Consolidate HHAP grant and reporting countywide or within a multi-county region to support a countywide or regional plan with one fiscal agent. In some instances, such as large counties with big cities, a countywide plan with multiple fiscal agents may be accommodated. Allocations through the fiscal agent will be determined by the agreed upon plan and commensurate with the level of roles and responsibilities that each county and city has within the plan. Continuums of care would also be allocated funding through the fiscal agent consistent with assigned responsibilities under the countywide plan. It is critical that these plans are built and approved by counties and cities that are ultimately responsible and accountable to constituents for the implementation of the plan and have unique authority to site required infrastructure.

- Provide HHAP funding ongoing to support one countywide or regional plan to address homelessness.
- As a condition of receiving HHAP funding, counties and cities must agree to a defined set of roles and responsibilities related to homelessness that shall minimally include, unless otherwise determined:
  - Counties have the responsibility for health and social safety net programs on behalf of the state and administer these services in a manner that reaches individuals at risk of or experiencing homelessness.
  - Counties have the responsibility to provide specialty mental health and substance use disorder services to low-income persons and administer these services in a manner that reaches individuals at risk of or experiencing homelessness.
  - Cities shall be responsible for siting, funding, and supporting shelters for the unsheltered population within their jurisdiction. Counties shall be responsible for siting, funding, and supporting shelters for the unsheltered population within the unincorporated areas of the county. Shelter beds needed shall be determined by the concentration of homelessness in each incorporated and unincorporated jurisdiction.
  - Cities shall be responsible for siting permanent supportive housing within their jurisdiction. Counties shall be responsible for siting permanent supportive housing within the unincorporated areas of the county.
  - Cities shall be responsible for clean-up and sanitation of encampments within their jurisdiction. Counties shall be responsible for clean-up and sanitation of encampments in unincorporated areas of the county. These responsibilities are done with an understanding of state and federal responsibility for clean-up and sanitation of encampments on state-owned properties and federal lands, respectively.
  - Clearly define responsibilities for cities and counties related to encampment outreach.
- Funded entities must submit a local homelessness action plan that includes clear outcome goals on a range of metrics, including how the plan addresses equity. Funded entities can be held accountable to these goals only to the extent that the state provides sufficient funding for the reasonable costs of the interventions identified to achieve those goals.
- Maximize local flexibility for uses of this funding in order that funded entities have the ability to best utilize this funding at the local level to achieve the goals of the homelessness action plan. Improve flexibility and understanding of diverse local conditions in designing requirements for local plans.
- Provide enhanced technical assistance, especially to those jurisdictions with limited resources, staffing, and community partners.
- Provide performance-based funding for countywide plans that meet metrics in reducing homelessness. Funded entities should be rewarded for aggressive goals and achieving success.
- Establish a minimum county amount to ensure that smaller counties can sufficiently support staffing and programs. Relying on Point-in-Time (PIT) counts solely for allocations can negatively impact counties with severe winter weather. Minimum allocations are a consistent feature of many health and human services programs.
- Consider consolidating or redesigning other related programs and funding streams that support homelessness efforts, such as rental assistance and encampment resolution, to further simplify and streamline funding.

3/10/23

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AT HOME

A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

TRANSPARENCY

Integrate and expand data to improve program effectiveness

An accountable system to address homelessness requires transparency. Current data systems and data sharing are fragmented and do not support case management-type approaches for addressing homelessness. Improved data systems are important to improve effectiveness of countywide systems. Some counties have used temporary federal and state funds to support new data systems to better serve the unhoused population.

In addition, there is currently considerable inefficiency in delivering services to homeless individuals who are in and out of institutional settings. One new opportunity for improvement is the Data Exchange Framework (DxF) under the California Health and Human Service Agency, which requires certain health care entities, and encourages county health, public health, and social services, to participate in better data sharing across health and human services to serve the needs of the whole person.

Without meaningful data systems it will be challenging for the state and local governments to demonstrate transparency about progress and improve outcomes, especially given the myriad of entities that support local efforts to reduce homelessness.

TO IMPROVE TRANSPARENCY, THE FOLLOWING ACTIONS ARE RECOMMENDED:

- Provide funding and technical assistance to support more robust data systems with case management and secure data sharing capabilities, including the infrastructure needed to integrate to the DxF.
- Standardize data collection and planning around institutional discharge.
- Pursue enhancements to existing health, social services, and state and local criminal justice data systems to provide more robust data on the immediate and long-term housing needs of individuals.
- Increase the number of users with Homeless Data Integration System (HDIS) access in each local jurisdiction and support expanded users county-wide that can input into local Homeless Management Information Systems (HMIS).

3/10/23

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HOUSING

Increase and maintain housing units across the spectrum

There is a significant housing shortage across the full housing continuum in California and the supply of permanent, affordable housing continues to be a considerable challenge to addressing homelessness. This is especially true for affordable housing to support Californians who are aged, disabled, justice involved, and/or have significant mental health or substance use disorder needs. Many jurisdictions also lack the infrastructure needed to provide basic shelter or interim housing to the unhoused population. In response to the COVID-19 pandemic, significant temporary federal and state funds were invested to increase capacity and provide housing and income protections to very low-income Californians, but many of those sources have expired or are expiring.

Siting shelters and supportive housing often draws significant resistance from community members, and counties and cities must continue to work to remove these barriers and identify and support the development of infrastructure needed to address homelessness. However, local governments do not have the tools and funding needed to develop these units to scale. Low-income housing projects are most often financed with a combination of tax-exempt bonds, federal and state tax credits, as well as other local funding sources. The state and federal sources of funding are significantly oversubscribed, which is limiting the number of projects that can go forward, especially in areas of the state that do not have large contributions from philanthropy for this purpose. Local governments have all too often seen projects stalled when local communities object to new housing, particularly for the most vulnerable populations.

TO ACCELERATE THE DEVELOPMENT OF HOUSING AND SHELTERS NEEDED TO ADDRESS HOMELESSNESS AND HELP INDIVIDUALS MAINTAIN THEIR HOUSING, THE FOLLOWING ACTIONS ARE RECOMMENDED:

- Advocate for more federal and state support to build and maintain housing for low-income Californians and develop creative financing models to increase the feasibility of more projects.
- Increase the development and operational support of permanent supportive housing and other housing tailored to support individuals with complex/high needs, including individuals with behavioral health needs, or justice involvement, including recovery residences.
- Create and fund flexible housing subsidies to supplement existing rental assistance efforts that could be targeted toward specific populations, such as older adults, individuals with disabilities, and individuals with behavioral health conditions.
- Increase the value, portability, and number of federal Housing Choice Vouchers. This could also include flexibility to serve individuals with unique challenges including behavioral health conditions. This could be achieved through a California or multi-state demonstration project or other action by the federal Department of Housing and Urban Development (HUD) or Congress.
- Provide separate and sufficient funding for housing for CARE Act participants.

- Provide alternate funding mechanisms to reduce local development and construction fees, such as the state's Infill Infrastructure Grant Program.
- Address significant barriers of well-intentioned tools and processes being used to block projects or create local challenges to growth.
- Categorically exempt all permanent supportive housing, shelters, and transitional housing that meet specified criteria from CEQA review.
- Combine and streamline the variety of existing state housing programs to focus these resources on creating permanent affordable housing. For example, the Department of Housing and Community Development has approximately 20 active state housing-related grant programs in 12 categories. Consolidating existing programs and adjusting statutory eligibility requirements can help focus these streams of funding to address the most critical aspects needed to construct permanent housing to address and prevent homelessness.
- Streamline a variety of existing development and construction-related statutes and codes to reduce the complexity of planning, permitting, and constructing affordable housing. This should focus on ensuring statutory requirements in Government, Public Resources, Health and Safety Codes as well as the Building Standards Code regulations work coherently to incentivize and streamline the delivery of affordable, equitable and safe housing.
- Pursue policies that allow additional temporary safe parking, gathering sites, and other non-traditional, innovative housing options.
- Remove additional state requirements for non-entitlement jurisdictions for HOME Investments Partnerships Program (HOME) and the Community Development Block Grant (CDBG) program funding.
- Advocate for flexibility in county social safety net programs to support housing stability and prevent homelessness.
- Advocate for several policy changes at the federal level:
  - Restore the 12.5 percent federal Low-Income Housing Tax Credits that expired at the end of 2021.
  - Lower the 50 percent test to 25 percent to decrease the amount of private activity bonds needed to access the housing tax credit.
  - Increase the statutory cap of Project-Based Vouchers (PBVs) from 20 percent to 50 percent.
  - Replace Fair Market Rental formulas with reasonable rate rental formulas.

3/10/23

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AT HOME

A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

OUTREACH

Develop sustainable outreach systems and increase workforce to support these systems

Addressing homeless encampments shifted considerably after the *Martin v. City of Boise* decision and during the COVID-19 pandemic with public health guidance issued by both the federal and state governments. Working to connect individuals living in homeless encampments with services and housing requires considerable efforts by counties, cities, and other partners. However, outreach and casework around encampments are not covered activities under any of the state and federal entitlement programs, including Medi-Cal. Many successful local efforts have been implemented using one-time state and federal funding to coordinate the outreach and casework needed to transition persons living in encampments into housing, and continuing those efforts is critical.

County governments and other levels of government are currently facing the most difficult labor market in decades. There are significant and well documented challenges to recruiting, training, and retaining qualified staff especially in behavioral health and social worker classifications. These types of workers, as well as leveraging lived experience and creating new trained classifications, are necessary to expand the service and provider network sufficiently to support comprehensive homelessness services, especially to support housing navigation.

THE FOLLOWING ARE RECOMMENDED ACTIONS TO IMPROVE OUTREACH AND RESOLUTION TO HOMELESS ENCAMPMENTS:

- Develop statewide street outreach through a new pre-approved Medi-Cal Administrative Activities Plan and structure to maximize federal reimbursement for these activities, as well as pursue other avenues for federal funding for outreach, rapid response, follow up, and individual retention activities.
- Expand training incentives for law enforcement and probation related to responding to individuals experiencing homelessness.
- Identify the specific skills that are needed for a homeless response system workforce and develop training, coaching, and support programs. This includes leveraging lived experience and developing skills that are needed to help individuals navigate the housing landscape.
- Consider creation of certification for workers in the housing field and homelessness navigator field. Professionalizing work on housing and homelessness would help highlight the specialized knowledge required to be effective practitioners helping individuals with housing issues. This could be achieved through a state, community college, local government, and health plan partnership.
- Support the integration of the new community health worker benefit through the managed care plans with the homelessness outreach system and county behavioral health.
- Provide support for regional hubs for training and workforce resources statewide.

3/10/23

FOR MORE INFORMATION, CONTACT:
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MITIGATION

Strengthen safety net programs

Counties run or administer eligibility for most health and human services programs on behalf of the state and federal governments. The major programs include CalWORKs, Medi-Cal, mental health and substance use disorder services, In-Home Supportive Services, Child Welfare Services, Adult Protective Services, and CalFresh. Counties also are responsible for administering a General Assistance program for indigent individuals who are not eligible for the state CalWORKs program. Successful implementation of these core health and social services programs are the front lines of preventing homelessness. This is the safety net in California.

State supports and initiatives are essential for effective health and human services programs. However, funding is often prescriptive and not aligned to the cost of service delivery through a skilled and trained workforce or reflective of actual county costs. Furthermore, the infrastructure grants and other state grant opportunities are often complex and challenging for counties to maximize, especially smaller counties. The state should make efforts to maximize federal resources through Medi-Cal that can be deployed to support serving individuals experiencing homelessness. The state should also consider streamlining reporting and providing additional flexibility when allocating funding to counties to allow for additional local efforts that will focus on preventing homelessness across the programs administered by the counties. Ensuring counties have sufficient resources to administer these key programs will help individuals maintain their health, self-sufficiency, and housing.

THE FOLLOWING ARE RECOMMENDED ACTIONS TO IMPROVE MITIGATION EFFORTS FOR INDIVIDUALS EXPERIENCING HOMELESSNESS AND TO PREVENT INDIVIDUALS FROM BECOMING HOMELESS:

- Increase flexibility for county behavioral health funding to maximize federal Medi-Cal funds and expand the reach of county behavioral health investments for the unsheltered population.
- Ensure adequate funding and resources for county administration of key safety net programs to ensure eligible individuals can be enrolled and receive the services they need timely.
- Pursue opportunities to obtain matching federal funds including Medi-Cal Administrative Activities and claiming for social services, health, and behavioral health activities to help stretch investments.
- Continue support and partnership on the California Behavioral Health Community-Based Continuum Demonstration federal waiver request (Institutions for Mental Disease or IMD) to increase reimbursement for short-term inpatient costs.
- Leverage funding and coordination opportunities with the recent approval of the federal Medicaid 1115 demonstration waiver that will establish a coordinated community reentry process and provide for a targeted set of Medi-Cal services to youth and adults in state prisons, county jails, and youth correctional facilities for up to 90 days prior to release.

- Provide state funding for county conservatorship activities, which are currently underfunded. There is a growing demand for these services and resources must also be provided for any expanded duties or increased populations served.
- Increase opportunities for counties to participate in California Advancing and Innovating Medi-Cal (CalAIM) for homelessness supports.
- Seek federal approval to make housing support services a guaranteed Medi-Cal benefit that managed care plans must offer within CalAIM.
- Increase the payment levels for individuals with a mental health condition residing in board and care facilities and other applicable facilities.
- Increase state funding to expand availability of and access to programs and residential treatment that provide recovery services for substance use disorder.

3/10/23

FOR MORE INFORMATION, CONTACT:
Danielle Bradley
CSAC Legislative Analyst for Health, Human Services and Homelessness
dbradley@counties.org

AT HOME

A COMPREHENSIVE PLAN TO ADDRESS HOMELESSNESS

ECONOMIC OPPORTUNITY

Create employment and education pathways, as well as supports for basic needs

To address homelessness over the long-term, there must be a goal and focus on employment, self-sufficiency, and the ability to cover basic needs for formerly homeless individuals. Specialized education and career supports are needed for formerly homeless, including justice-involved individuals, veterans, and former foster youth, to help support economic stability and opportunity.

Counties need additional support to build these programs. These efforts should be in collaboration with the key entities that provide services to and employ individuals. Finally, programs must recognize the unique challenges individuals face and provide supports for their needs and help them maintain employment.

TO DEVELOP AND SCALE THESE PROGRAMS, THE FOLLOWING RECOMMENDATIONS SHOULD BE CONSIDERED:

- Require local workforce development/investment boards to update plans to address this population in coordination with counties and cities.
- Work with California Community Colleges to develop programs that support those who are currently or formerly unsheltered.
- Support accessible programs for formerly homeless justice-involved individuals to receive training and overcome employment barriers.
- Provide resources for supported education and employment model programs.
- Encourage investment in statewide peer support services and certification to employ individuals who are formerly homeless to assist in outreach, recovery, treatment, and case management.
- Support efforts that strive to create economic opportunities for all populations, including urban, suburban, rural, and disadvantaged communities.
- Continue and expand efforts to assist more qualifying aged, blind, and disabled persons obtain SSI/SSP benefits and expand subsidized housing placements for these populations.

3/10/23

FOR MORE INFORMATION, CONTACT:
Danielle Bradley
CSAC Legislative Analyst for Health, Human Services and Homelessness
dbradley@counties.org

National Center for Public Lands Counties

National Center for Public Lands Counties

Advancing the policy and practice study of America's public lands counties

Powered by the Western Interstate Region and the NACo Research Foundation

FURTHER THE FEDERAL GOVERNMENT's UNDERSTANDING OF THE COUNTY ROLE IN RESPONSIBLE LAND, WATER AND RESOURCE MANAGEMENT

- **County governments are leaders in the intergovernmental partnership** with federal lands management agencies
- **We work with officials from all levels of government, private stakeholders and other interested parties** to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations
- With improved understanding of our unique role, **Congress has invested record sums recently to support public lands counties,** including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and other revenue sharing programs
- **Congress also granted new authorities to federal lands agencies** to broaden the scope, pace and scale of their on-the-ground resource management work with local governments
- **HOWEVER, we must continue to tell the county story,** research innovation practices, nurture and build new relationships and networks, and address the mounting challenges and opportunities facing public lands counties

NATIONAL CENTER FOR PUBLIC LANDS COUNTIES

- **Counties must research, evaluate and share lessons learned about the critical county contribution to sustainable resource management and evidenced-based practices** for developing and enhancing collaborative partnerships, including public-private-community collaborations and intergovernmental coordination

- Therefore, the NACo and WIR Boards of Directors both moved at the 2022 NACo Annual Conference in July 2022 to proceed with developing the **National Center for Public Lands Counties**

- **The Center will weave together the narrative around public lands counties and the national interest** in our prosperity by showing how public lands are interconnected with the country's needs. For example, a wildfire on federal land near a major water source could jeopardize water quality in a large urban region

- **The National Center for Public Lands Counties will be an essential resource for public lands counties** by sharing these stories with county officials, intergovernmental partners, the media, think tanks and other key influencers to demonstrate how prosperous public lands counties create a prosperous America

MISSION AND OBJECTIVES

- **MISSION: Advance the policy and practice study, research, and learning networks** for America's public lands counties

- **IMPERATIVE: Enhance the long-term policy and practice research, capacity and information exchange of elected and appointed leaders from America's public lands counties,** including with federal and state policymakers, key stakeholders and influencers, the media, and the general public

- **OBJECTIVES:**
  - **Enhance the understanding of national, state and county policymakers and influencers** of the unique policy and practice issues facing America's county officials in areas with federal public lands
  - **Develop the policy and practice research, case studies, public forums, and learning networks necessary** to advance and inform our nation's policies and practices (including at the federal, state and local levels) impacting public lands counties
  - **Foster intergovernmental relationships and dialogue on the intersection of federal, state and local policymaking and practices** across the broad range of issues facing public lands counties, such as: landscape health, wildfire risk mitigation, watershed protection, economic competitiveness and job creation, enhanced public access to federal lands and waters, species management, and biodiversity health

- **FUNDRAISING GOAL: $15 million over two years** to establish a new research fund, known as the National Center for Public Lands Counties, within the NACo Research Foundation and co-governed with NACo's Western Interstate Region (WIR) leadership

FUNDRAISING GOAL

- For the National Center for Public Lands Counties to meet its mission and serve as a long-term tool for public lands counties, **a voluntary investment** from state associations representing public lands counties is needed
- NACo staff, state associations of counties executives and county officials set a **fundraising goal of $15 million over the next two years** to build the staff capacity and partnerships to conduct this critical research and keep the Center on a sustainable financial course
- **State association executives are asked to meet with their members and determine by January 31, 2023** what their state association can pledge as a voluntary contribution to the Center
- These funds will be **managed under a 501(c)(3) within the NACo Research Foundation to support WIR's collaboration** with the National Center for Public Lands Counties. *These funds will not be used for any partisan political purposes*
- **Initially, the Center will need 1-2 hard-working, passionate and talented writers** who can help us tell the county story and conduct and develop key research to meet the National Center's goals. We will then build staffing capacity, unique programming and impactful resources as appropriate

GOVERNANCE

- **National Center's Governing Board will consist of:**
  - WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
  - NACo Public Lands Steering Committee Chair
  - NACo Public Lands Steering Committee Subcommittee Chairs
  - Federal Lands Gateway County Official appointed by the NACo Public Lands Steering Committee Chair
  - NACo West Region Representative
  - NACo Executive Director
  - Executive Director from WIR Immediate Past President's home state
  - NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board
- **Governing Board will meet on a regular basis and** develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center, and consider and adopt the proposed workplan for the next year.

STRONGER COUNTIES. STRONGER AMERICA.

National Association of Counties
660 North Capitol Street, N.W. | Suite 400
Washington, D.C. 20001
202.393.6226 • www.NACo.org

fb.com/NACoDC
@NACoTweets
youtube.com/NACoVideo
linkedin.com/company/NACoDC

Select County Here: **San Benito County**

California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95833
(916) 327-7500
sparmeter@counties.org

INVOICE

BILL TO
San Benito County
481 Fourth Street
Hollister, CA 95023

INVOICE	2319
DATE	2/27/2023
TERMS	Net 30
DUE DATE	3/29/2023

DESCRIPTION	AMOUNT
NACo National Center for Public Lands Counties Contribution	$3,303.99

BALANCE DUE **$3,303.99**

Tax ID: 94-6000551

PLEASE REMIT PAYMENT TO:
CSAC
Attn: Accounting
1100 K Street, Suite 101
Sacramento, CA 95814

State	Recipient Name	FY22 Allocation	FY23 Allocation	Totals	1% of Total
California	Alameda County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Alpine County	$370,500.00	$370,500.00	$741,000.00	$7,410.00
California	Amador County	$143,948.34	$143,948.34	$287,896.68	$2,878.97
California	Butte County	$510,214.40	$510,214.40	$1,020,428.80	$10,204.29
California	Calaveras County	$331,438.65	$331,438.65	$662,877.30	$6,628.77
California	Colusa County	$386,256.85	$386,256.85	$772,513.70	$7,725.14
California	Contra Costa County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Del Norte County	$1,788,858.65	$1,788,858.65	$3,577,717.30	$35,777.17
California	El Dorado County	$435,425.24	$435,425.24	$870,850.48	$8,708.50
California	Fresno County	$6,000,000.00	$6,000,000.00	$12,000,000.00	$120,000.00
California	Glenn County	$770,451.90	$770,451.90	$1,540,903.80	$15,409.04
California	Humboldt County	$1,598,268.05	$1,598,268.05	$3,196,536.10	$31,965.36
California	Imperial County	$4,600,373.22	$4,600,373.22	$9,200,746.44	$92,007.46
California	Inyo County	$5,691,000.00	$5,691,000.00	$11,382,000.00	$113,820.00
California	Kern County	$4,436,248.12	$4,436,248.12	$8,872,496.24	$88,724.96
California	Kings County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Lake County	$1,530,375.39	$1,530,375.39	$3,060,750.78	$30,607.51
California	Lassen County	$4,000,764.17	$4,000,764.17	$8,001,528.34	$80,015.28
California	Los Angeles County	$1,661,684.71	$1,661,684.71	$3,323,369.42	$33,233.69
California	Madera County	$2,015,777.21	$2,015,777.21	$4,031,554.42	$40,315.54
California	Marin County	$63,073.93	$63,073.93	$126,147.86	$1,261.48
California	Mariposa County	$1,234,436.63	$1,234,436.63	$2,468,873.26	$24,688.73
California	Mendocino County	$994,521.39	$994,521.39	$1,989,042.78	$19,890.43
California	Merced County	$288,004.92	$288,004.92	$576,009.84	$5,760.10
California	Modoc County	$2,598,300.00	$2,598,300.00	$5,196,600.00	$51,966.00
California	Mono County	$2,794,327.32	$2,794,327.32	$5,588,654.64	$55,886.55
California	Monterey County	$826,052.20	$826,052.20	$1,652,104.40	$16,521.04
California	Napa County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Nevada County	$354,715.98	$354,715.98	$709,431.96	$7,094.32
California	Orange County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Placer County	$324,092.80	$324,092.80	$648,185.60	$6,481.86
California	Plumas County	$3,770,368.18	$3,770,368.18	$7,540,736.36	$75,407.36
California	Riverside County	$6,000,000.00	$6,000,000.00	$12,000,000.00	$120,000.00
California	Sacramento County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	San Benito County	$165,199.36	$165,199.36	$330,398.72	$3,303.99
California	San Bernardino County	$6,000,000.00	$6,000,000.00	$12,000,000.00	$120,000.00
California	San Diego County	$786,912.14	$786,912.14	$1,573,824.28	$15,738.24
California	San Joaquin County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	San Luis Obispo County	$708,335.27	$708,335.27	$1,416,670.54	$14,166.71
California	San Mateo County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Santa Barbara County	$1,145,684.50	$1,145,684.50	$2,291,369.00	$22,913.69
California	Santa Clara County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Santa Cruz County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Shasta County	$3,156,800.97	$3,156,800.97	$6,313,601.94	$63,136.02
California	Sierra County	$984,900.00	$984,900.00	$1,969,800.00	$19,698.00
California	Siskiyou County	$6,000,000.00	$6,000,000.00	$12,000,000.00	$120,000.00
California	Solano County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Sonoma County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Stanislaus County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Sutter County	$50,000.00	$50,000.00	$100,000.00	$1,000.00
California	Tehama County	$1,439,894.88	$1,439,894.88	$2,879,789.76	$28,797.90
California	Trinity County	$4,818,000.00	$4,818,000.00	$9,636,000.00	$96,360.00
California	Tulare County	$6,000,000.00	$6,000,000.00	$12,000,000.00	$120,000.00
California	Tuolumne County	$2,623,246.48	$2,623,246.48	$5,246,492.96	$52,464.93
California	Ventura County	$467,856.50	$467,856.50	$935,713.00	$9,357.13
California	Yolo County	$74,769.43	$74,769.43	$149,538.86	$1,495.39
California	Yuba County	$194,345.37	$194,345.37	$388,690.74	$3,886.91
Totals		$90,785,423.15	$90,785,423.15	$181,570,846.30	$1,815,708.46

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BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

RESOLUTION NO. 2023-_51_

RESOLUTION OF THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO, CALIFORNIA, IN SUPPORT OF THE CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) 'AT HOME' PLAN

WHEREAS, homelessness is an urgent humanitarian crisis with an estimated 172,000 unsheltered individuals across California; and

WHEREAS, the undertowing of massive economic and systemic inequities, as well as a tangled web of decisions made by well-intentioned policies and programs built over decades, continues to stymie efforts to support those who are unhoused or at risk of becoming unhoused; and

WHEREAS,including other areas of government such as education, child welfare, infrastructure, and many other policy areas, California lacks a comprehensive plan to address those who are unhoused and at risk of becoming unhoused effectively and equitably; and

WHEREAS, the current approach to addressing homelessness is fragmented and lacks clear lines of responsibility, accountability, sustainability; and

WHEREAS to make meaningful progress in helping those who are unhoused and housing insecure, the California State Association of Counties (CSAC) offers a first-of-its-kind comprehensive approach to address homelessness; and

WHEREAS, the AT HOME plan includes broad goals and specific policy proposals to ensure clear lines of responsibility and accountability for every level of government and improve the way California collectively responds to those who are unhoused or at risk of becoming unhoused; and

WHEREAS, the six pillars of AT HOME stand for Accountability, Transparency, Housing, Outreach, Mitigation, and Economic opportunity; and

WHEREAS, AT HOME elevates homelessness as an important shared California priority, similar to how education, child welfare, infrastructure, etc. are prioritized; and

WHEREAS, AT HOME provides a comprehensive roadmap to reducing and mitigating homelessness; and

WHEREAS, counties run or administer most health and human services programs on behalf of the state and federal government; and

WHEREAS, these programs include CalWORKs, Medi-Cal, mental health, and substance use disorder services, In-Home Supportive Services, Child Welfare Services, Adult Protective Services, and CalFresh; and

WHEREAS, California's counties are at the frontlines of these crucial safety net programs; and

THEREFORE, BE IT RESOLVED that the County of San Benito supports the CSAC AT HOME Plan;

DocuSign Envelope ID: 2550445E-6CE3-41BA-A51F-F339588BEB23

BE IT FURTHER RESOLVED that the County of San Benito will join a growing coalition of local government, public safety, social justice, health, labor, housing, community, and other organizations throughout the state in support of AT HOME.

We direct staff to email a copy of this adopted resolution to the California State Association of Counties at fmcting@counties.org.

PASSED, APPROVED, AND ADOPTED this day **9th** of **May**, 2023.

AYES: **5** SUPERVISORS **Sotelo, Curro, Zanger, Kosmicki, Gonzales**
NOES: **0** SUPERVISORS **None**
ABSTAIN: **0** SUPERVISORS **None**
ABSENT: **0** SUPERVISORS **None**

DocuSigned by:
BY: Mindy Sotelo
BCAC4A983F63409...
Mindy Sotelo,
Chair of San Benito County Board of Supervisors

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Barbara Thompson
8F73E30FC300415...
Barbara Thompson, County Counsel

ATTEST:

DocuSigned by:
Vanessa Delgado
3BEFBC2E3B23439...
Vanessa Delgado, Clerk of the Board

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 2.2

MEETING DATE: **05/09/2023**

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

AGENDA ITEM PREPARER: Kevin Kimura

DEPT HEAD/DIRECTOR: Steve Loupe

SUBJECT:

RESOURCE MANAGEMENT AGENCY - S. LOUPE, PUBLIC WORKS ADMINISTRATOR
Accept presentation regarding Road Project status and approve Budget Adjustment transfer of $5,314,161.60 from the Traffic Impact Fee fund to the Council of Government fund 628 to pay the County's contribution for the SR 156 widening effective April 28, 2023. (4/5 vote required).
SBC FILE NUMBER: 105

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The roads and bridges owned by the County are an asset to the community. During recent Board of Supervisor meetings, the Supervisors have requested that the Resource Management Agency (RMA) provide an update regarding the status of this infrastructure.

The goal of the RMA is to maintain and upgrade a safe and efficient road system. We strive to enhance the quality of life in our community and acknowledge that achieving that objective requires diligent efforts and collaboration to cost-effectively utilize the resources available.

There is currently 450 miles of roads and 51 bridges maintained by the County of San Benito County.

Bridge updates will be provided on a quarterly basis as those projects have a more prolonged schedule due to required environmental analysis and clearances.

This Road Project Status presentation will highlight the following:

1) Completed construction

2) Ongoing constructions

3) Projects being designed

Caltrans, as the lead agency for the invoices to SBtCOG for payment of the SR 156 Improvement Project construction, has begun submitting Transportation Impact Mitigation Fee contribution to the project as specified in a project cooperative agreement the two agencies signed. The COG will pay the invoices and will in turn invoice the cities of Hollister and San Juan Bautista and the County of San Benito for reimbursement according to the allocation of impact fees in the Michael Baker International memorandum enclosed with this letter. The total amount due from San Benito County is $5,314,161.60.

In order to make the fund transfer, RMA is requesting Board's approval for the unbudgeted transfer out from the Traffic Impact Fee fund to the Council of San Benito County Governments. The Traffic Impact Fee fund balance has been reviewed and there is adequate balance for the transfer.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

Yes

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

No

BUDGET ADJUSTMENT NEEDED:

Yes

SOURCE OF FUNDING:

Non-general Fund

UNFUNDED MANDATE:

No

SBC BUDGET LINE ITEM NUMBER:

287.70.3335.1000.640.513 OTHER CHARGES

CURRENT FY COST:

$5,314,161.60

STAFF RECOMMENDATION:

1. Accept presentation regarding Road Project status.

2. Approve the budget adjustment to transfer $5,314,161.60 from the Traffic Impact Fee fund to the Council of San Benito County Governments for the County's contribution share of road improvements for SR 156 effective 4/28/23. (4/5 vote required)

BOARD ACTION RESULTS:

Approved Budget Adjustment per staff recommendation. (5/0 vote)

ATTACHMENTS:

Budget Adjustment re SR156
Attachment 1 - Invoice #1 for TIMF Funding of SR 156 Project
Attachment 2 - Michael Baker International Memorandum REVISED 1122022
County Letter TIMF SR 156
TIMF SR 156- Invoice 2
BOS 050923 $5.4 MILL TRF TIF TO COG
Road Projects Update (May 2023)
Fully Executed Budget Adjustment SR156

COUNTY OF SAN BENITO
OPERATING BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type: BA/Transfer

Fiscal Year: 2022-23

Department: Resource Management Agency

Org Key: TRAFFIC IMPACT FEE FUND 287

- [x] **Appropriation/Est. Revenue Increase** (Requires 4/5 Board of Supervisors Approval)
- [ ] **Contingency Transfer** (Requires 4/5 Board of Supervisors Approval)
- [ ] **Interdepartmental Transfer or Interobject Transfer>$50,000** (Requires Board of Supervisors Approval)
- [ ] **Interobject Transfer or Interdepartmental Transfer<$50,000** (Requires Admin. and Auditor Approval)
- [ ] **De Minimus Fund Transfer<$500** (Requires Admin. and Auditor Approval)

Appropriation Increases:

Org Key:	Object No:	Description	Revenues	Expenditures
287.70.3335.1000	640.513	OTHER CHARGES	$	$ 5,314,161.60
628.95.7390.1000	570.014	OTHER REVENUES CONTRIBUTIONS	5,314,161.60	
Total			$ 5,314,161.60	$ 5,314,161.60

Transfers of Existing Appropriations:

Org Key:	Object No:	Description	From	To
			$	$
Total			$	$

Comments: Caltrans, as the lead agency for the SR 156 Improvement Project construction, has begun submitting invoices to SBtCOG for payment of the Transportation Impact Mitigation Fee contribution to the project as specified in a project cooperative agreement the two agencies signed. San Benito County is required to reimburse $5,314,161.60 to COG as the County's portion of cost for the project. A budget adjustment is needed for the transfer from the traffic impact fee fund 287 to COG.

Submitted: _____ Department Head/Authorized Signature — Date: 4/28/23

Verification of Sufficient Funds: _____ Auditor-Controller — Date: 4/28/23

Approval: _____ Administrative Officer — Date: 4/28/23

Approval by Board of Supervisors

Date: _____

Attested:
Clerk of the Board: _____ Vote: _____ Yes _____ No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____ _____

Distribution: Original - Auditor Copy - Board of Supervisors Copy- Department

Revised: 10/27/2021 LL

SBCOG
Council of
San Benito
County Governments

Invoice

Council of San Bentio County Governments
330 Tres Pinos Road, Suite C7
Hollister, CA 95023
831-637-7665

2022-02
Date
12/19/22

Bill To:
County of San Benito
2301 Technology Parkway
Hollister, CA 95023

DESCRIPTION	AMOUNT
TIMF Contribution for State Route 156 Project	$ 308,693.21
	$ -
Total	$ 308,693.21

Due Upon Receipt

Remit Payment to:
Council of San Benito County Governments
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

Michael Baker INTERNATIONAL

We Make a Difference

MEMORANDUM

November 21, 2022

To: Veronica Lezama
Transportation Planning Manager
Council of San Benito County Governments

From: Dino Serafini, Michael Baker International

CC: Derek Wong, Michael Baker International

RE: REVISED Allocation of Traffic Impact Mitigation Fee (TIMF) Cost for SR-156 to the City of Hollister, City of San Juan Bautista and County of San Benito

Veronica,

This memo revises our previous memo dated June 10, 2022 and includes the share of TIMF that may be allocated to San Juan Bautista for the SR-156 project, which amounts to approximately 3.5% of the total TIMF share of project's cost.

The San Juan Bautista share is calculated in a similar way as in our previous memo, which was based on the 2022 AMBAG Regional Growth Forecast for 2035. The percentages for the City of Hollister and the San Benito County have also changed due to the assignment of a portion of 2035 total growth from Zone 2 to Zone 1 (San Juan Bautista is included in Zone 1 along with some unincorporated area).

	Zone 1 Growth	Growth Percentage	Zone 2 Growth	Growth Percentage	Zone 3 Growth	Growth Percentage
Hollister	N/A	N/A	9,334	45.75%	N/A	N/A
San Juan Bautista	502	24.6%	N/A	N/A	N/A	N/A
Unincorporated County	1,538	75.4%	11,070	54.25%	227	100%
Total 2015-2035 Growth	2,040	100%	20,404	100%	227	100%

The TIMF share of the SR 156 cost is allocated 14.11% to Zone 1, 85.87% to Zone 2, and 0.0018% Zone 3 (see Table 3.2 of the TIMF Study).

Based on these cost shares and the growth percentages in the table above the cost percentages are as follows (growth percentage x cost share):

	Hollister	**San Juan Bautista**	**County**	**Total Cost Share**
Zone 1:	N/A	3.47%	10.64%	14.11%
Zone 2:	39.29%	N/A	46.58%	85.87%
Zone 3:	N/A		0.018%	.018%%
Total	**39.29%**	**3.47%**	**57.24%**	**100%**

In my opinion these percentages fairly represent the allocation of the TIMF cost of the SR 156 improvements to the Cities of Hollister and San Juan Bautista and the County.

Note that the opinion above is our suggestion for the allocation. Furthermore, please note that peak-period vehicle miles traveled was a factor in the select zone analysis conducted for the Study. This analysis determined the allocation of project cost to the fee zones. Therefore, the specific location of land use changes in the area is a factor in the cost allocation. Without an analysis that specifically allocates peak-period VMT to the traffic analysis zones (TAZs) located within the City of Hollister and vs. those in the County unincorporated area, the percentage allocation suggested above can only be an estimate based on a rational connection to the Study. Nevertheless, based on our professional judgment and knowledge of the area's land use we believe the percentage allocation given is a reasonably accurate approximation of what the allocation would be if a complete select zone analysis were to be conducted.

Please let me know if you have any questions.

SBCOG
Council of San Benito County Governments

Mr. Steve Loupe
Asst. Director of Eng. & Public Works\County Engineer
County of San Benito
2301 Technology Parkway
Hollister CA 95023

December 19, 2022

RE: TIMF Funding for the SR 156 Improvement Project

Dear Mr. Loupe,

This letter is a follow-up to the meeting regarding Transportation Impact Mitigation Fee (TIMF) funding for the SR 156 Improvement Project held on November 21, 2022, with staff and consultants from the Council of San Benito County Governments (SBtCOG) and staff from the City of San Juan Bautista, County of San Benito, and City of Hollister.

As we discussed at the meeting, Caltrans, the lead agency for SR 156 Improvement Project construction, has begun submitting invoices to SBtCOG for payment of the TIMF contribution to the project as specified in a project cooperative agreement the two agencies signed. The COG will pay the invoices and will in turn invoice the cities of Hollister and San Juan Bautista and the County of San Benito for reimbursement according to the allocation of impact fees in the Michael Baker International memorandum enclosed with this letter. Invoices for September and October 2022 have been submitted to date totaling $539,296.32. The County of San Benito's respective share of the invoices is $308,693.21. An invoice for that amount is enclosed. *Please note that Caltrans has indicated that the next invoice will be for the balance of TIMF funds due to the project, which for the County of San Benito would be $5,005,468.39.*

Also enclosed for your information is a breakout of the pro-rated cost sharing by funding source. The County of San Benito's share of TIMF funding is 57.24%, totaling $5,314,162, which is 16.69% of the total estimated San Benito regional project cost of $31,832,000.

Thank you for your attention to this matter. Should you have any questions or would like to discuss this matter further, please do not hesitate to contact me at (831) 637-7665, Ext 206 or veronica@sanbenitocog.org.

Sincerely,

Veronica Lezama
Transportation Planning Manager

Encs.

1. Invoice #1 for TIMF Funding of SR 156 Project
2. Michael Baker International Memorandum: REVISED 11/2/2022
3. SR 156 Pro-Rated Cost Sharing by Funding Source

Attachment 3

SR 156 Pro-Rated Cost Sharing by Funding Source

Table 1: All Funding Sources

Fund Source	Fund Type	Funding Amount	% of Total
Local	TIMF	$9,284,000	29.17%
Federal	HIP	$404,000	1.27%
State	LPP-F	$2,500,000	7.85%
State	STIP\RIP	$19,644,000	61.71%
	TOTAL	**$31,832,000**	**100.00%**

Table 2: TIMF Funding Contribution by Agency[1]

Agency	TIMF Allocation %	TIMF Contribution	% of Total Funding Amount
San Juan Bautista	3.47%	$322,155	1.01%
Hollister	39.29%	$3,647,684	11.46%
County	57.24%	$5,314,162	16.69%
TOTAL	**100.00%**	**$9,284,000**	**29.17%[2]**

[1] Per Michael Baker International Memorandum to SBCOG, 11/2/2022, "REVISED Allocation of Traffic Impact Mitigation Fee (TIMF) Cost for SR-156 to the City of Hollister, City of San Juan Bautista and County of San Benito".

[2] % of Funding Amount column may not add to 29.17% due to rounding.

SBCOG
Council of
San Benito
County Governments

Invoice

Council of San Bentio County Governments
330 Tres Pinos Road, Suite C7
Hollister, CA 95023
831-637-7665

2023-02
Date
3/16/23

Bill To:
County of San Benito
2301 Technology Parkway
Hollister, CA 95023

DESCRIPTION	AMOUNT
TIMF Contribution for State Route 156 Project	$ 5,005,468.39
	$ -
Total	$ 5,005,468.39

Due Upon Receipt

Remit Payment to:
Council of San Benito County Governments
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

COUNTY OF SAN BENITO
OPERATING BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type: BA/Transfer

Fiscal Year: 2022-23

Department: Resource Management Agency

Org Key: TRAFFIC IMPACT FEE FUND 287

- [x] **Appropriation/Est. Revenue Increase** (Requires 4/5 Board of Supervisors Approval)
- [ ] **Contingency Transfer** (Requires 4/5 Board of Supervisors Approval)
- [ ] **Interdepartmental Transfer or Interobject Transfer>$50,000** (Requires Board of Supervisors Approval)
- [ ] **Interobject Transfer or Interdepartmental Transfer<$50,000** (Requires Admin. and Auditor Approval)
- [ ] **De Minimus Fund Transfer<$500** (Requires Admin. and Auditor Approval)

Appropriation Increases:

Org Key:	Object No:	Description	Revenues	Expenditures
287.70.3335.1000	640.513	OTHER CHARGES	$	$ 5,314,161.60
628.95.7390.1000	570.014	OTHER REVENUES CONTRIBUTIONS	5,314,161.60	
Total			$ 5,314,161.60	$ 5,314,161.60

Transfers of Existing Appropriations:

Org Key:	Object No:	Description	From	To
			$	$
Total			$	$

Comments: Caltrans, as the lead agency for the SR 156 Improvement Project construction, has begun submitting invoices to SBtCOG for payment of the Transportation Impact Mitigation Fee contribution to the project as specified in a project cooperative agreement the two agencies signed. San Benito County is required to reimburse $5,314,161.60 to COG as the County's portion of cost for the project. A budget adjustment is needed for the transfer from the traffic impact fee fund 287 to COG.

Submitted: _____ Department Head/Authorized Signature — Date: 4/28/23

Verification of Sufficient Funds: _____ Auditor-Controller — Date: 4/28/23

Approval: _____ Administrative Officer — Date: _____

Approval by Board of Supervisors

Date: _____

Attested:
Clerk of the Board: _____ Vote: _____ Yes _____ No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____ _____

Distribution: Original - Auditor Copy - Board of Supervisors Copy- Department

Revised 10/27/2021 LL

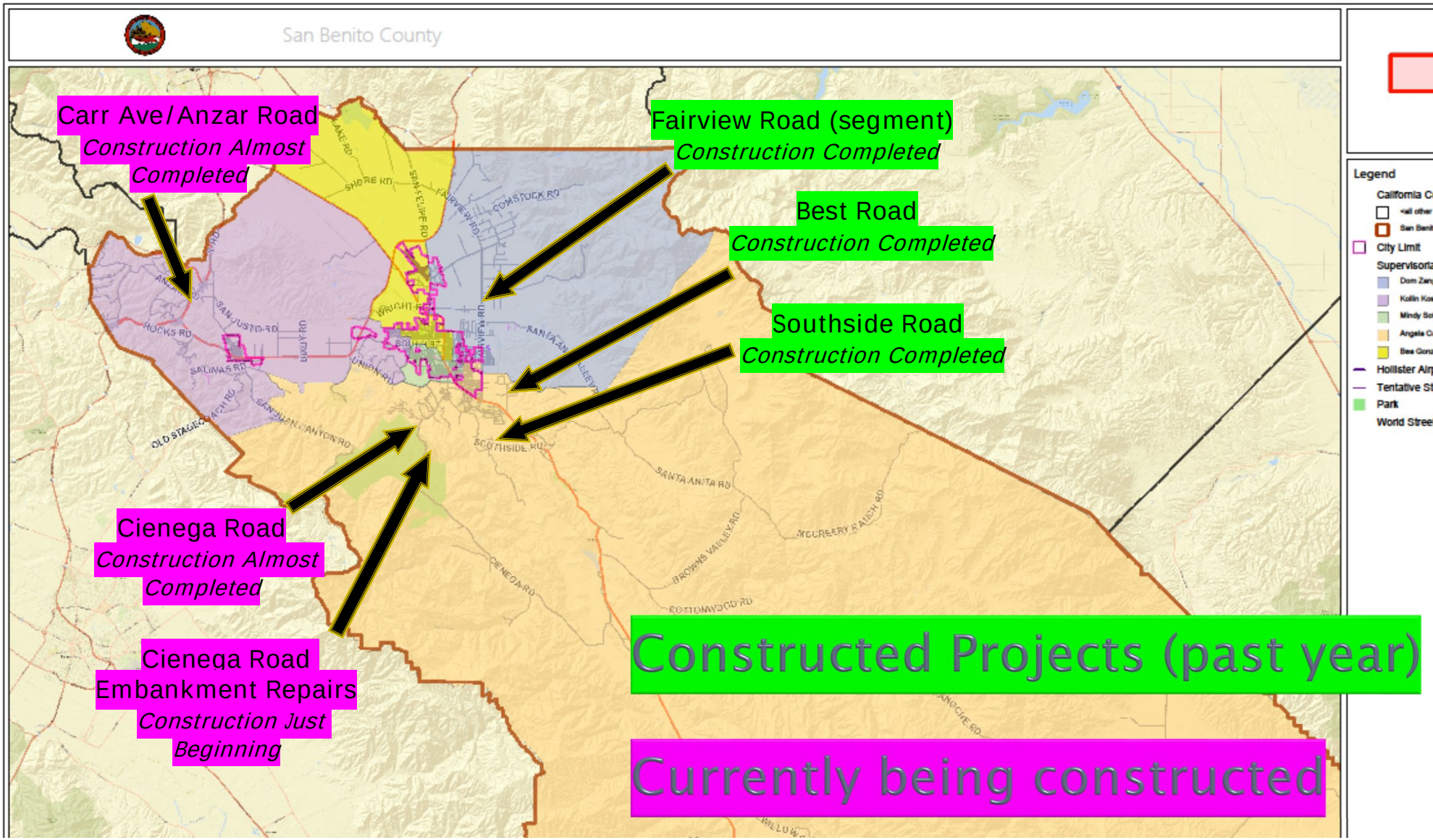
San Benito County

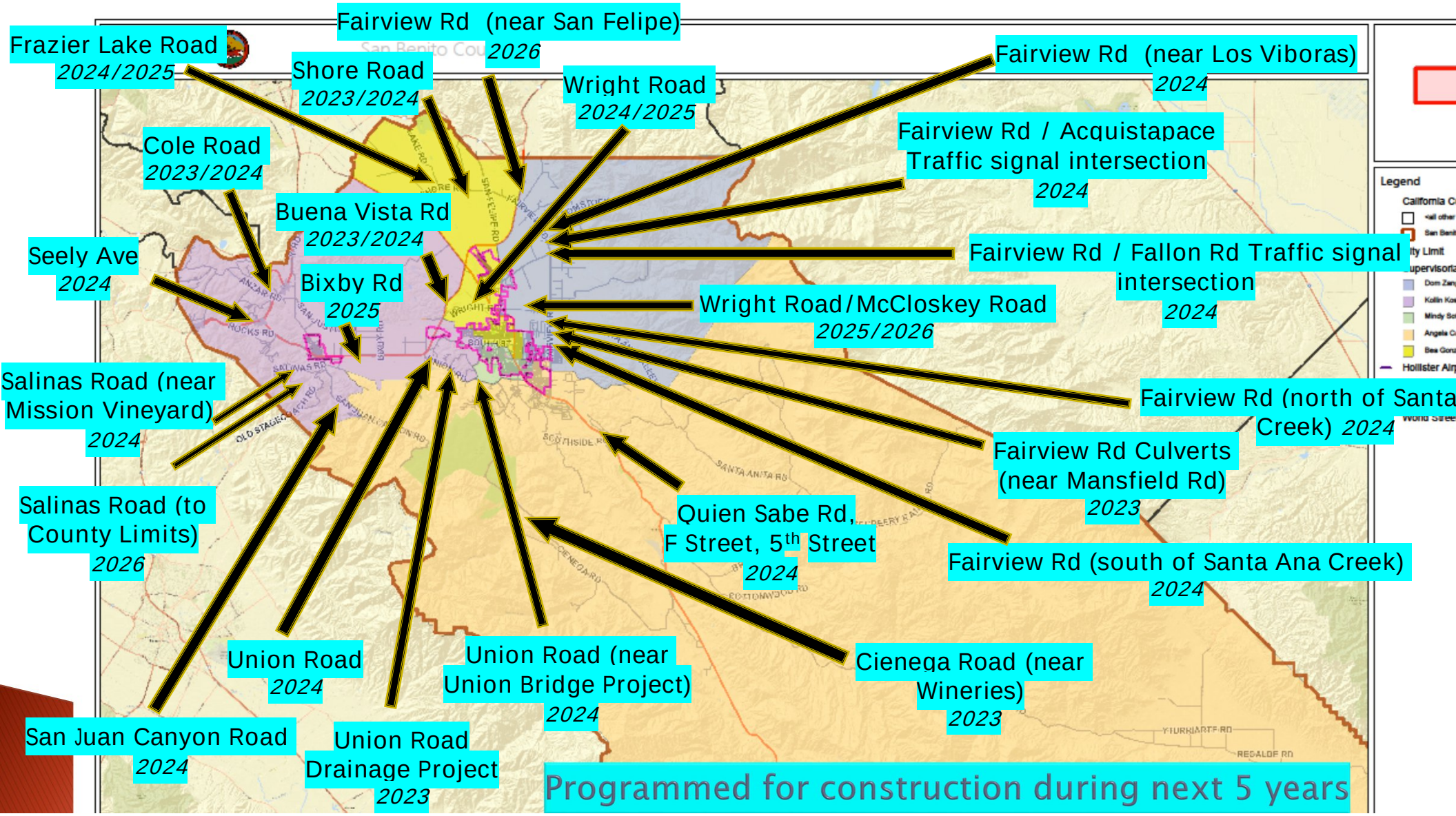
Resource Management Agency
Public Works Division
ROADS PROJECT UPDATE
May 9, 2023

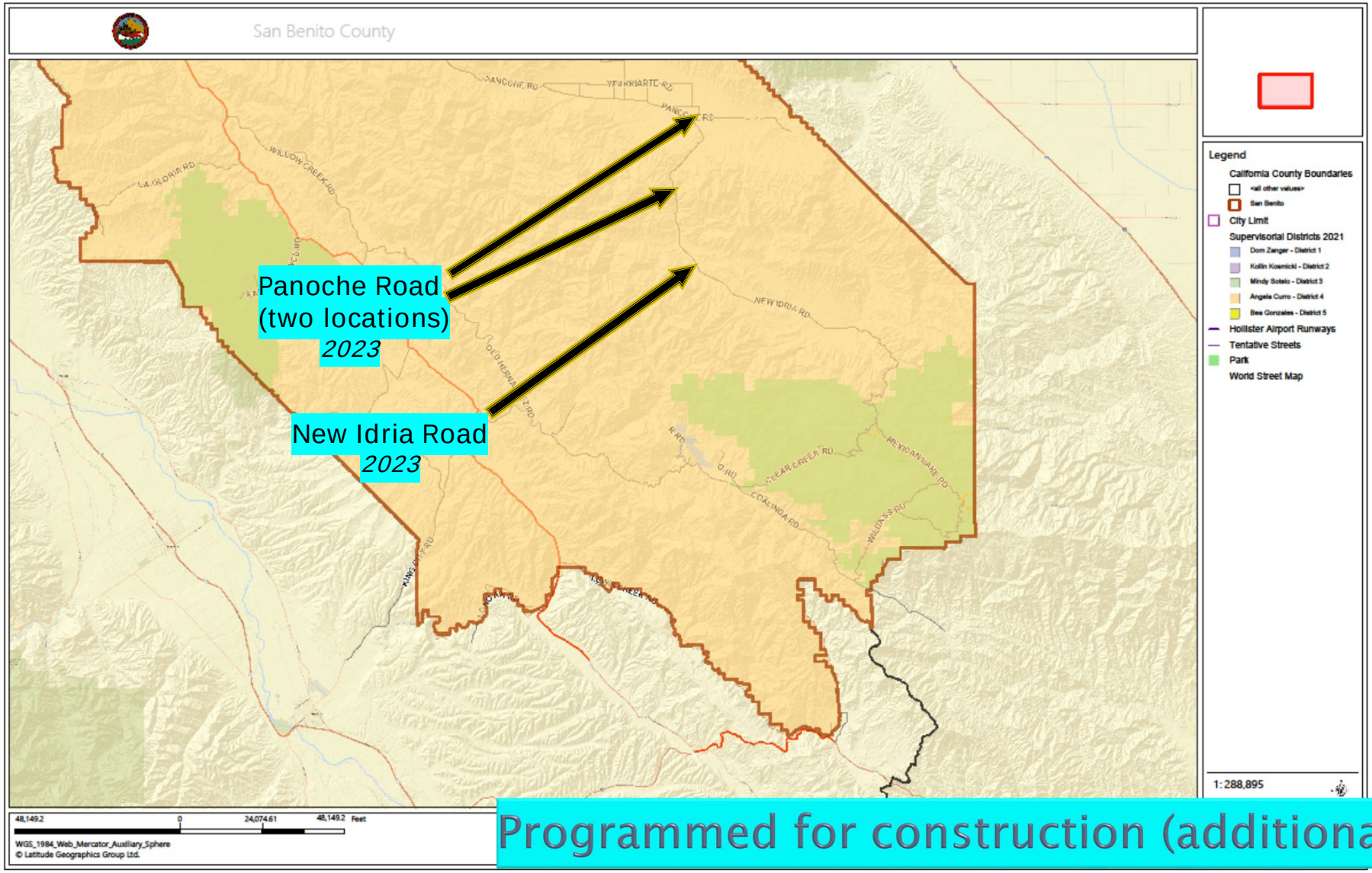
1) Constructed Projects (past year)

2) Currently being constructed

3) Programmed for construction during next 5 years (Capital Improvement Program…i.e. funds allocated)


San Benito County
Carr Ave/Anzar Road
Construction Almost Completed
Fairview Road (segment)
Construction Completed
Best Road
Construction Completed
Southside Road
Construction Completed
Cienega Road
Construction Almost Completed
Cienega Road Embankment Repairs
Construction Just Beginning
Constructed Projects (past year)
Currently being constructed
Legend
City Limit
Park


Frazier Lake Road
2024/2025
Fairview Rd (near San Felipe)
2026
Shore Road
2023/2024
Wright Road
2024/2025
Fairview Rd (near Los Viboras)
2024
Cole Road
2023/2024
Fairview Rd / Acquistapace
Traffic signal intersection
2024
Buena Vista Rd
2023/2024
Seely Ave
2024
Fairview Rd / Fallon Rd Traffic signal
intersection
2024
Bixby Rd
2025
Wright Road/McCloskey Road
2025/2026
Salinas Road (near
Mission Vineyard)
2024
Fairview Rd (north of Santa
Creek) 2024
Fairview Rd Culverts
(near Mansfield Rd)
2023
Salinas Road (to
County Limits)
2026
Quien Sabe Rd,
F Street, 5th Street
2024
Fairview Rd (south of Santa Ana Creek)
2024
Union Road
2024
Union Road (near
Union Bridge Project)
2024
Cienega Road (near
Wineries)
2023
San Juan Canyon Road
2024
Union Road
Drainage Project
2023
Programmed for construction during next 5 years
Legend

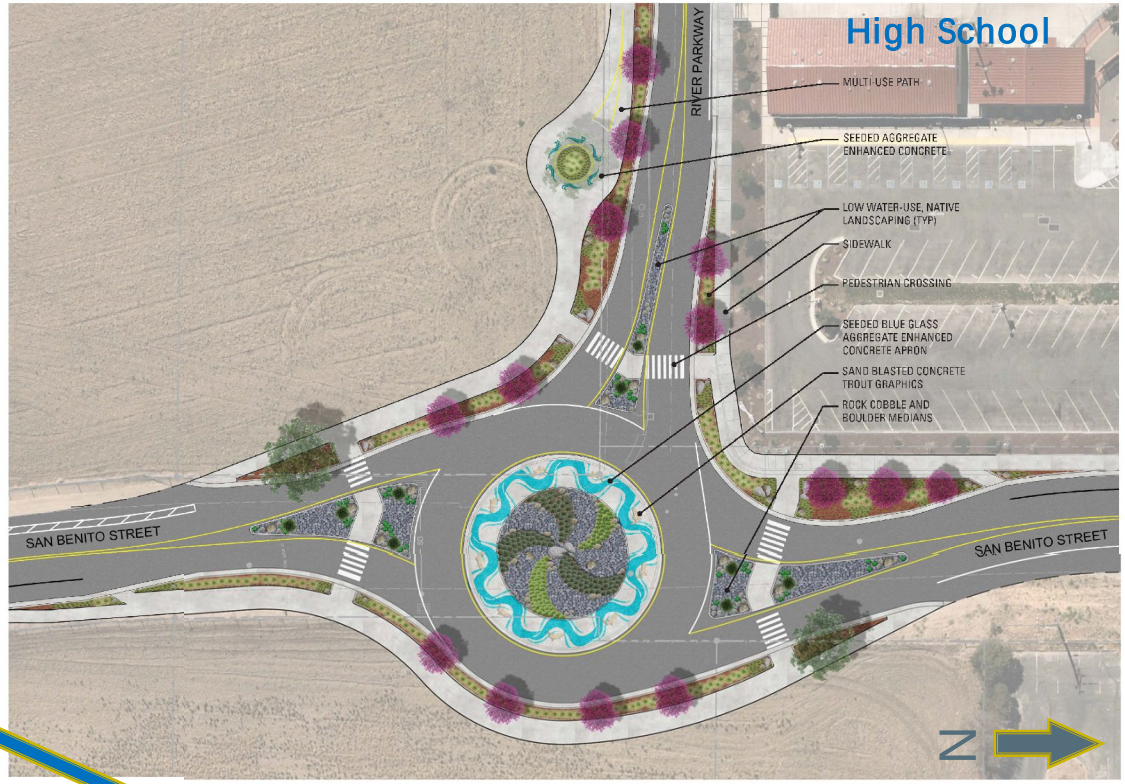


Programmed for construction (additional)

San Benito Street/ River Parkway

Roundabout: 2024/2025 (pending funding/grants)

SAN BENITO RIVER THEME ROUNDABOUT



ILLUSTRATIVE ONLY - CONCEPT SUBJECT TO CHANGE DURING FINAL DESIGN

INSPIRATION

Currently seeking funding to extend sidewalk to Southside Road/Neighborhoods

Capital Improvement Program (CIP) projects (not shown graphically):

- San Justo Road (to be constructed in conjunction with SJB Force Main Project. Project start date in winter 2023)
- Santa Ana Creek Area – Drainage Study and storm pipe installation. (Pipes along Fairview Road driveways/frontages to be installed in July 2023.)
- Guardrail Project (19 locations, NEPA process needed)
- Speed Attenuation Projects (various locations, studies ongoing)
- Pedestrian Improvements (various locations, June 2023 start date)
- Striping Improvements (various locations, June 2023 start date)

Questions/Comments

COUNTY OF SAN BENITO
OPERATING BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type: BA/Transfer

Fiscal Year: 2022-23

Department: Resource Management Agency

Org Key: TRAFFIC IMPACT FEE FUND 287

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Submitted: _____ Department Head/Authorized Signature — Date: 4/28/23

Verification of Sufficient Funds: _____ Auditor-Controller — Date: 4/28/23

Approval: _____ Administrative Officer — Date: 4/28/23

Approval by Board of Supervisors — Date: 5/09/23

Attested: Clerk of the Board: Vanessa Delgado — Vote: 5 Yes 0 No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____ _____

Distribution: Original - Auditor Copy - Board of Supervisors Copy- Department

Revised: 10/27/2021 LL

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 2.3

MEETING DATE: **05/09/2023**

DEPARTMENT: COUNTY COUNSEL

AGENDA ITEM PREPARER: Barbara Thompson

DEPT HEAD/DIRECTOR: Barbara Thompson

SUBJECT:

COUNTY COUNSEL - B. THOMPSON
Discussion of current status of the County Counsel's office, including potential restructuring to cover future vacancies, and authorize issuance of Request for Qualifications (RFQ) for legal services.
SBC FILE NUMBER: 160

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The County Counsel's Office is currently staffed with 6 permanent staff consisting of 1.0 County Counsel, 1.0 Assistant County Counsel, 3.0 FTE Deputy County Counsel I, II, III, and 1.0 FTE Legal Administrative Assistant II. This is augmented by 2 limited term positions that include a Deputy County Counsel and a Paralegal, both primarily assigned to public record requests, as funded through ARPA for approximately one more year. Due to the numerous public record requests that the County receives, these positions will need to be made permanent employees or the work will need to be contracted out if the positions are not made permanent.

The County Counsel's Office is currently facing two vacancies. The first position became vacant on April 21, 2023 due to incumbent accepting an employment opportunity in a neighboring county. The second position will become vacant on July 1, 2023 due to a retirement. Additionally, the County will be facing additional personnel changes due to future retirements.

Therefore, the County is facing the opportunity to examine future staffing of the County Counsel's office, and the ability to make changes if desired, with no disruption to existing staff. Specifically, if the Board wishes to transition some work to outside counsel, that transition could occur at this time without the layoff of current staffing.

Six of 58 counties currently are staffed substantially or exclusively by outside counsel. These counties are:

Madera (Lozano Smith) - 156,304 population
Trinity (Prentice, Long & Epperson - 15,818 population
Sierra (Prentice, Long & Epperson) - 3,079 population
Tehama (Prentice, Long & Epperson) - 65,345 population
Modoc (Prentice, Long & Epperson) - 8,723 population
Lassen (Prentice, Long & Epperson)- 32,949 population
Alpine County - solo practice. (Charles Mckee) - 1,344 population

The budget for the two largest counties above are as follows:

Madera County - $1,780,000
The contract for the County Counsel function is stated in the budget as $1,520,500, and another $259,500 is noted in the budget as "Payments for outside attorneys". This expense does not include 4.0 FTE assigned to Social Services; 2.0 FTE (Deputy County Counsel III), 1.0 FTE, (Deputy County Counsel 1), and 1.0 FTE (Program Assistant).

Tehama County - $1,173,651 - At the present time, more details about this contract are unknown.

San Benito County - $2,290,000
The County Counsel's Office in San Benito County was budgeted at $2,290,000 in FY 22-23, of which $700,000 is budgeted for outside legal counsel. The largest expenses recently have been due to public records act requests, public record act litigation, and the Sunnyslope litigation. For some matters, hourly rates will still be incurred unless a flat rate contract is negotiated. However, there is a potential for reducing some unanticipated outside counsel expenses. One area that could result in savings is potentially in the area of public records requests.

As always, there are pros and cons in using outside counsel to provide more legal services to the County.

On the positive side, outside counsel provides access to a larger law firm, with more specialists in different areas of the law. The County could have access to very good, experienced attorneys. The ability to access to experts in various legal fields, in addition to normally assigned attorneys could reduce the cost of unanticipated outside counsel expenses, and provide greater depth in coverage. The County's current salary structure makes it difficult to recruit and retain attorneys.

The cons can be a lack of availability or increased costs. Concerns about availability could be addressed during contract negotiation, such as establishing expectations for office hours on established days of the week. Increased costs could be addressed by taking additional steps (which likely could/should be taken to some degree regardless of whether or not outside counsel is hired--See discussion below).

There is nothing to prevent the Board from deciding to try outside counsel at this time. If it results in better services to the County, that would be beneficial to the County. If the Board is not ultimately satisfied with outside counsel, in-house counsel could be rehired in the future. However, this is one time where this effort could be made with minimal impact to existing staff.

IF outside costs increase as a result of utilizing outside counsel, there are several steps that could be implemented, which are reasonable regardless of whether outside counsel or in-house counsel are used.
a) Have requests for legal service be reviewed by a supervisor before sending to County Counsel. This prevents questions that could be answered internally by that department if a supervisor or department head was consulted.
b) limit review of contracts by an attorney to contracts greater than $30K. (Contracts less than that amount could still be reviewed by a paralegal or legal assistant)
c) Eliminate review of letters or resolutions that have no legal significance, and are statements of position only.
d) Eliminate review of agendas for standing committees.
e) Eliminate other non-essential items. Counsel could assist in further defining this list.

The Board is requested to review the above request. A request for qualifications could be issued. After a qualified firm is selected, perhaps by an ad hoc, negotiations with that firm would result in a firm proposal that could then be further considered by the Board.

The decision on today's date is whether to issue an RFQ, but is not final action on this item.

References:
https://www.trinitycounty.org/Auditor-County-Financial-Information
https://www.maderacounty.com/government/administrative-management/budget-documents/-folder-3495
https://www.co.tehama.ca.us/wp-content/uploads/2022/10/Approved-Budget-Book-22-23-1.pdf

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

No

CONTRACT NEEDED FOR THIS ITEM:

Yes

CONTRACT AND RFP HISTORY:

n/a

LAST CONTRACT AMOUNT OR N/A:

n/a

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
n/a

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

General Fund

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

n/a

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Discuss and provide direction to staff and authorize issuance of Request for Qualifications (RFQ) for legal services.

BOARD ACTION RESULTS:

Approved issuing an RFQ per outside counsel and amending the original contract to change "City" to "County". (5/0 vote)

ATTACHMENTS:
San Benito County County Counsel RFQ final from Ella pdf.pdf

\

Request for

Qualifications

County Counsel Services

For

San Benito County, California

Closing Date May 26, 2023 @ Noon (12 p.m.)

(Hard copy submissions)

Closing Date May 26, 2023 @ Five p.m. (5 p.m.)

(Electronic submissions)

I. Introduction

The County of San Benito, a political subdivision of the State of California, is accepting responses to this RFQ from attorneys at law or a law firm, licensed to practice in the State of California and Federal Courts, to provide County Counsel legal services to the Board of Supervisors, Elected and Appointed Officials, and County Department Heads.

It is anticipated that the firm will be requested to provide two to three attorneys to provide legal advice to the Board of Supervisors, County Administrative Officer, and various other departments, working in conjunction with existing in-house counsel and support staff, beginning FY 23-24, with possibility of increased services and scope over time. It is anticipated that an attorney of the firm will be appointed County Counsel in the future.

San Benito County expects to have two vacancies as of July 1, 2023, due to voluntary departures from the County for either other employment opportunities or retirement. The remaining staff will consist of four attorneys and two support staff. Additional staffing may be provided by the firm upon vacancies occurring within the office over time.

The firm should have broad experience in a variety of areas from land use to employment law and will have substantial experience providing legal services to public governmental entities and elected and appointed officials and staff at all levels.

The hours per month to be provided will be negotiated with the successful firm, but are roughly estimated to be between 300 and 500 hours per month, with a combination of in-person or remote work, subject to mutual understandings to be defined in the contract, and negotiated with the County.

The County Counsel's Office attends all Board of Supervisor meetings, with the regular monthly meetings normally occurring on the second and fourth Tuesday of each month. The County Counsel's office attends other meetings as necessary. Additionally, it is expected that County Counsel will be available to meet with Department Heads as requested.

II. Scope of Work

The County is accepting responses to this request for qualifications to retain by contract a qualified attorney(s) or law firm for the provision of needed legal services.

The attorney(s) or law firm will receive general direction for the San Benito County Board of Supervisors. The selected attorney(s) or law firm will be expected to perform all services described below:

- Serves as legal advisor to the Board of Supervisors, county officers, county departments, their employees, boards and dependent special districts on their respective powers, duties, functions, and obligations.
- Attends all Board of Supervisor's meetings, unless excused.
- Acts as attorney for the county, county agencies, county officers, and county employees in civil actions instituted or brought against these entities or person when acting as or on behalf of the County.
- Studies, interprets, and applies statutes, ordinances, court decisions and legal opinions in the preparation of opinions, pleadings, and briefs.
- Makes recommendations to the Board of Supervisors and County staff concerning the advisability to prosecute, compromise or dismiss civil litigation.
- Appears before courts and at administrative proceedings to represent the County's interests as required. Prosecutes for civil remedies to enforce County ordinances, abate public nuisances, recover for damages to County property and condemn property for public purposes or other matters.
- Provides legal services to the Office of Public Guardian/Public Conservator
- Provides legal services to Child Protective Services
- Represents the County in mental health proceedings as established by law
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Directs, oversees, and participates in the development of the department's work plan; assigns work activities, projects, and programs; monitors workflow; reviews and evaluates work projects, methods, and practices.
- Coordinates department activities with those of other departments and outside agencies and organizations.
- Prepares and submits reports and necessary correspondence as required.
- Attends and participates in professional groups and committees.
- Researches, prepares, or reviews all written opinions, ordinances, resolutions, agreements, leases, deeds, contracts, and other documents of a legal nature necessary or requested by the Board of Supervisors.
- Represents the County in the administration of all claims and litigation filed by or against it; provided, however, special counsel may be retained to defend or prosecute actions requiring special expertise; further provided, that outside counsel shall be retained in the event of a conflict of interest which disqualifies the attorney(s) from such representation.
- Renders advice and assistance in the administration of the County's general liability risk management and insurance programs.
- Provides advice and assistance to the County on labor-relation matters; reviews memoranda of understanding or other labor agreements; provides legal advice to County Department Heads regarding employee discipline, including documents, and; provides representation of the County before mediators or arbitrators on

matters arising from memoranda of understanding or the County's personnel rules.

- Monitors activities of any special counsel retained by the County.
- Attends all staff meetings or committee meetings deemed necessary and appropriate, or as requested by the Board of Supervisors;
- Provides conflict of interest to the County and staff in seeking advice from the Fair Political Practices Commission.
- Provides guidance concerning requirements of the Brown Act, Conflict of Interest, the Political Reform Act, the Public Records Act, due process, and other legal requirements imposed by statute and common law.
- Responds to all Public Records Act requests.
- Represents and/or advises the County in litigation not covered by the County's self-insured risk pool (which provides coverage for tort claims and worker's compensation claims) or otherwise being handled by outside counsel.
- Prepares an impartial analysis of county ballot measures showing the effect of the measure on the existing law and operation of the measure.
- Serves as a legal advisor to the Grand Jury with respect to civil matters.
- To discharge all duties vested by law in the District Attorney of the County other than those of a public prosecutor.

The services provided by County Counsel shall be governed in accordance with all the laws of the State of California.

III. Qualifications

San Benito County seeks an attorney(s) or law firm, which has substantial experience in a broad range of County proceedings and the expertise necessary to meet all or most of the day to day specialized needs of the County. Statements of Qualification should identify the member of the firm who will be assigned to act as the County Counsel and identify the qualification, areas of expertise and prior experience of that individual, as well as attorneys that are able to serve as Deputy County Counsels.

The final selection of County Counsel will be made by the San Benito County Board of Supervisors.

IV. Submittal Requirements

Interested attorney(s) or law firms are requested to prepare qualifications using the following guidelines. Submittals should be sent electronically (to hring@cosb.us) and as a hard copy.

a. Cover letter of interest, signed by an authorized representative committing to provide the legal services described above.
b. Overview of the firm's experience.
c. Resumes: Provide complete resumes of the person(s) designated to provide County Counsel and Deputy County Counsel services. Please include the following:
    1. State Bar of California number.
    2. Description of education (including name of educational institutions, degrees conferred and year of each degree).
    3. Professional background and professional associations.
    4. Any disciplinary action taken by the State Bar or any malpractice claims against any member of the firm in the last 10 years.
d. References: Provide contact information for at least three (3) public agencies and/or key clients for which legal services have been provided in the last three years. Please include the contact person's name, address, phone number and email address.
e. Clients/Potential Conflicts of Interest:
    1. Identify any foreseeable or potential conflicts of interest with public clients you serve and the manner in which you would propose to resolve these conflicts.
    2. For the person to be designated as County Counsel, list all public clients that he/she currently represents as general counsel, along with the meeting dates and time for each governing body.
    3. List all parties, including private clients, relatives or any other individual or entities that could potentially pose a conflict of interest with your representation of the County of San Benito.

VI. Selection Process

The Board of Supervisors will determine the process by which the responses are reviewed, although it is anticipated that the material provided, interviews with the attorney(s) or firms, and references will be determinative factors in making a selection.

The Board of Supervisors reserves the rights and options to:

- Reject any or all the submittals.
- Waive any of the provisions in the Request for Qualifications, or any informalities or irregularities, or any technical error in the responses it receives.
- Issue subsequent Requests for Proposals or further Request for Qualifications
- Request clarification of any submitted information.
- Not select any respondent.
- Amend or cancel this process at any time.
- Evaluate the qualifications submitted and interview respondents prior to award.
- Issue similar RFP's or RFQ's in the future.
- Request additional information during the interview.
- Make inquiries as may be necessary to verify qualifications.
- Negotiate with any, all or none of the respondents to the Request for Qualifications concerning costs or to further refine the scope of services to be provided.
- Award a contract or contracts to more than one firm for different services.

All costs of preparing and submitting the proposals are to be borne by the submitter and not the County of San Benito.

V. Submittal Deadline

Interested firms should submit one unbound original and eight copies of the proposal in a sealed envelope, marked on the outside as "Response to Request for Qualifications – County Counsel" by **May 26, 2023 at noon** to:

Henie Ring
Human Resources Manager
481 Fourth St., 1st Floor
Hollister, CA 95023

Respondents shall also submit an electronic copy of their proposal by May 26, 2023, at 5:00 p.m., to vdelgado@cosb.us.

VI. Other

Respondents are liable for all errors or omissions contained in their responses. Respondents will not be allowed to alter submittals after the deadline for submission.

Any and all costs arising from preparation of this RFQ and participation in the selection process incurred by any respondent shall be borne by respondent without reimbursement by County.

Respondents assume the risk of the method of dispatch chosen. County assumes no responsibility for delays caused by delivery service.

All qualifications submitted will become a public record and subject to disclosure.

All questions about this process should be directed to Henie Ring at hring@cosb.us, or 831-636-4000.

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 2.4

MEETING DATE: **05/09/2023**

DEPARTMENT: SHERIFF DEPARTMENT

AGENDA ITEM PREPARER: Kellie Kennedy

DEPT HEAD/DIRECTOR: Eric Taylor

SUBJECT:

SHERIFF'S OFFICE - E. TAYLOR
Approve Amendment #2 to contract with California Forensic Medical Group for health care services to the county jail and juvenile hall extending the term from June 30, 2023 to June 30, 2024, making this a five year contract, and increasing the cost for FY 2023-24 by $8,886.00 for a total fiscal year cost not to exceed $1,772,687.00.
SBC FILE NUMBER: 110

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The Sheriff's Office - Corrections Division, together with Probation - Juvenile Hall, are seeking to extend the contract with California Forensic Medical Group (CFMG) to June 30, 2024 from June 30, 2023 for health care services. This is the second term extension, the first being last fiscal year. A Request for Proposal (RFP) has been started; however, a contract of this nature requires more time than what was available through fiscal year end.

The amendment would increase the annual payment by 6.4%, consistent with the overall inflation rate as reflected in the U.S. Bureau of Labor Standards most recent 12-month percent change in the Consumer Price index for All Items, U.S. City Average. The total cost for FY2023-24 will be $1,772,687, an increase of $8,886 from FY 2022-23. This cost is split 84/16 between jail and juvenile hall.

The monthly payment will increase by $8,886.00 (6.4%), from $138,838.00 per month to $147,724.00. The FY 24 annual total will increase from $1,666,060.00 to $1,772,687.00.

Mandated medical services for adult and juvenile facilities are governed by the State of California Board of State and Community Corrections Title 15.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

Yes

CONTRACT AND RFP HISTORY:

Date not recalled: Hazel Hawkins terminated health care services agreement

April 2004: RFP soliciting proposals for health care services

June 2004: Entered contract with CFMG term July 16, 2004 - June 30, 2006

- FY 2004-05 - Annual cost $631,046.04
- FY 2005-06 - CPI adjustment 1.8%: Annual amount $642,404.88

June 2006: RFP soliciting proposals for health care services

- CFMG sole respondent

July 25, 2006: Entered contract with CFMG term July 01, 2006 - June 30, 2008

- FY 2006-07: Annual amount $708,572.64
- FY 2007-08: 6.12% CPI adjustment: Annual amount $756,195.81

August 26, 2008: Entered into contract with CFMG term July 01, 2008 - June 30, 2010 with three (3) additional one-year periods

- FY 2008-09: Annual amount $795,400
- FY 2009-10: 2.97% CPI adjustment: Annual amount $819,023.40
- FY 2010-11: 2.81% CPI adjustment: Annual amount $842,037.84

- FY 2011-12: 2.45% CPI adjustment: Annual amount $862,667.76
- FY 2012-13: 1.9% CPI adjustment: Annual amount $873,283.92

June 04, 2013: Amendment #1 to Contract

- Extend expiration date to June 30, 2014 from June 30, 2013
- FY 2013-14: 3.23% CPI adjustment: Annual amount $901,497

June 3, 2014: Amendment #2 to Contract

- Extend expiration date to June 30, 2015 from June 30, 2014
- FY 2014-15: 5.77% CPI adjustment: Annual amount $953,513.40

June 15, 2015: Amendment #3 to Contract

- Extend expiration date to June 30, 2016 from June 30, 2015
- FY 2015-16: 2.54% CPI adjustment: Annual amount $977,732.64

June 28, 2016: Amendment #4 to Contract

- Extend expiration date to June 30, 2017 from June 30, 2016
- FY 2016-17: 3.71% CPI adjustment: Annual amount $1,014,006.48

June 27, 2017: Amendment #5 to Contract

- Extend expiration date to June 30, 2018 from June 30, 2017
- FY 2017-18: 3.32% CPI adjustment: Annual amount $1,047,671.52

June 26, 2018: Amendment #6 to Contract

- Extend expiration date to June 30, 2019 from June 30, 2018
- FY 2018-19: 2.12% CPI adjustment: Annual amount $1,069,882.20

June 25, 2019: Amendment #7 to Contract

- Extend expiration date to June 30, 2020 from June 30, 2019
- FY 2019-20: 2.8% CPI adjustment: Annual amount $1,099,838.66

September 24, 2019: Entered into new contract

- Commence October, 2019 to June 30, 2022
- Increase staff by 1.4 FTE RN (cover evening med pass and intake)
- Add 1 FTE Licensed Clinical Social Worker (LCSW)
- FY 2019-20 additional staffing cost $291,606.75
- 3% increase July 1 of each year

June 26, 2022: Amendment to Contract #1

- Extend expiration date to June 30, 2023 from June 30, 2022
- FY 2022-23 5.49% increase: Annual amount $1,666,060

LAST CONTRACT AMOUNT OR N/A:

FY 2008-09 original contract $4,192,413 total of 7 amendment (FY 2013-2020) $7,064,142 for a total of $11,256,555

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:

This is the second amendment to contract.

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

Yes

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

General Fund

UNFUNDED MANDATE:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.40.1195.1000.619.218; 101.50.1220.1000.619.218

CURRENT FY COST:

FY 23: $1,666,060, FY24 $1,772,687

STAFF RECOMMENDATION:

Approve Amendment #2 to contract with California Forensic Medical Group for health care services to the county jail and juvenile hall extending the term from June 30, 2023 to June 30, 2024, making this a five year contract, and increasing the cost for FY 2023-24 by $8,886.00 for a total fiscal year cost not to exceed $1,772,687.00.

BOARD ACTION RESULTS:

Approved Amendment No. 2 as per staff recommendation.

ATTACHMENTS:
Amendment to Contract #2 CFMG
CPI for All Urban Consumers
Fully Executed Amendment #2 California Forensic Medical Group Contract

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AMENDMENT TO CONTRACT
2

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

1. **Existing Contract.**

   a. **Initial Contract.**
   COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated September 24, 2019.

   b. **Prior Amendments.** (Check one.)
   [ ] The initial contract previously has not been amended.
   [X] The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 28, 2022

   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.
   [X] The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2023, to a new expiration date of June 30, 2024.

   b. **Scope of Services.** (Check one.)
   [X] 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.

[X] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

Amendment to Contract #1 is hereby amended to increase the annual payment by the January CPI for All Urban Consumers (CPI-U) of 6.4%. The FY 2023-24 annual payment will increase to $1,772,687.35 from $1,666,59.60 (an annual increase of $106,627.81, $8,885.65 monthly).

[ ] 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.)

[X] 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

DocuSigned by:
Dr. Grady Judson Bazzel
0438F9F7A628489...

Name/Title: Dr. Grady Judson Bazzel President

3/28/2023
Date

COUNTY

San Benito County Board of Supervisors

Mindy Sotelo, Chairman
San Benito County Board of Supervisors

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:
5FAF18CBGD194D2...

Reed Gallogly, Deputy County Counsel

3/30/2023
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.)

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AMENDMENT TO CONTRACT
#___1___

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

1. **Existing Contract.**

   a. **Initial Contract.**
   COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated September 24, 2019.

   b. **Prior Amendments.** (Check one.)
   [X] 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.
   [X] The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2022, to a new expiration date of June 30, 2023.

   b. **Scope of Services.** (Check one.)
   [X] 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.

[X] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

The original contract is hereby amended to add an additional $1,666,059.54 for a total contract amount not to exceed $ 5,895,159.

[ ] 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.

[X] The following specific terms of compensation shall apply:

Contractor shall provide the County monthly reimbursement for any vacant hours at the Juvenile Facility at the then-current hourly rate for the personnel scheduled pursuant to the staffing Matrix, 'Attachment E' in the original contract (Exhibit 1).

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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

DocuSigned by:
Judd Bazzel
0438187A028439...

Name/Title: Judd Bazzel President

6/3/2022
Date

COUNTY

San Benito County Board of Supervisors

Peter Hernandez

Peter Hernandez, Chairman San Benito County Board of Supervisors

June 28, 2022
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:
5FAF1BCBCD194D2...

Reed Gallogly, Deputy County Counsel

6/13/2022
Date

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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 the **CALIFORNIA FORENSIC MEDICAL GROUP** ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on October 1, 2019 , and end on June 30, 2022 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: $2,000,000
(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 one hundred twenty (120) days.

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

[ ] There are no additional provisions to this contract.

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

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Tony Lamonica

Title: Captain

Address: PO Box 920

Telephone No.: 831-636-4080

E-mail tlamonica@sbcsheriff.org

Contract Administrator for CONTRACTOR:

Name: Omaar Mossallati

Title Director, Corporate Counsel

Address: 1283 murfreesboro Pk ste500 Nashville TN 37217

Telephone No.: 615-312-7257

Email ~~Fax No.~~: omossallati@wellpath.us

SIGNATURES

APPROVED BY COUNTY:

Name: Mark Medina

Title Chairman, San Benito County Board of Supervisors

Date: 9-24-19

APPROVED BY CONTRACTOR:

Cindy Watson

Name: Cindy Watson

Title: COO and Secretary

Date: 8/29/19

APPROVED AS TO LEGAL FORM:
San Benito County Counsel

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: Sept. 19, 2019

ATTACHMENT A
Scope of Work
San Benito County Contract

Services: All services performed by Contractor shall be carried out in conformance with CMA accreditation guidelines and CAC Title 15.

1. Receiving Screening (Adult Facility)

   a) Health trained custody staff will complete the "Intake Health Screening" form at the Main Jail.

   b) Contractor nursing staff will respond to request for consolation on screenings as required when on-site.

   c) When medically appropriate, Contractor will provide medical services on-site.

2. Receiving Screening (Juvenile Facility)

   a) Health trained counselors will complete the "Intake Health Screening" form.

   b) Contractor nursing staff when on-site will respond to requests for consultation on screenings as required.

   c) When medically appropriate, Contractor will provide medical services on-site.

3. Health Inventory and Communicable Disease Screening (Adult and Juvenile Facilities)

   a) Contractor will perform Health Inventory and Communicable Disease Screening on all inmates who reside in the Adult Facilities within 14 days.

   b) Included will be screening for tuberculosis and other communicable diseases. Lab tests will be performed per CMA guidelines and as medically indicated.

   c) The Health Inventory and Communicable Disease Screening will be completed by the physician or the family nurse practitioner, physician's assistant or registered nurse specifically trained to conduct health appraisals.

   d) Contractor will perform a physical in accordance with CMA guidelines on every minor who is admitted to the Juvenile Hall within ninety-six hours of admission.

4. Detoxification from Drugs and Alcohol (Adult Facility)

   a) Detoxification services will be performed under medical supervision.

   b) Inmates will be assessed by medical personnel (when on-site) when admitted to the sobering cell.

   c) When contractor staff is on-site they will check inmates in the sobering cell upon admission, and every six hours thereafter. When medical staff is not on-site, the on-call medical provider may be called for consultation.

   d) Custody staff will monitor detoxification cells as per Title 15 and /or California Medical Association (CMA) guidelines.

(Juvenile Facility)

e) Detoxification from mind-altering drugs, including alcohol, when performed at Juvenile Hall will be under medical supervision. No standing orders will be issued.

f) Inmates presenting "withdrawal" symptoms prior to booking will immediately be sent to the hospital for clearance.

5. Sick Call (Adult Facility)

a) Sick call will be conducted five days a week with emergency response on weekends.

b) Sick call will be conducted by a Registered Nurse operating under standardized procedures.

c) Sick call will be conducted in designated areas of the clinics or housing units, in as much privacy as security concerns allow.

d) Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

(Juvenile Facility)

e) Sick call will be conducted five days a week by a Registered Nurse operating under standardized procedures.

f) A physician will provide consultation at least once per week, and will be on call twenty-four hours per day seven days per week.

6. Off-Site Services (Adult and Juvenile Facilities)

a) Contractor will provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those inmates and minors who have been medically cleared, booked and physically placed in the Adult or Juvenile Facilities.

The financial liability for Contractor will be limited to $15,000 (fifteen thousand dollars) per medical/surgical inpatient episode.

b) All such care as described in (5a) above must be approved and referred by Contractor staff utilizing a "CFMG, Inc. Referral" form.

c) Contractor will not refer or be responsible for elective procedures that can safely be provided when an inmate is released from custody. Any request for elective care requested by an inmate must be approved by the facility commander for security reasons and will be the financial responsibility of the inmate.

d) Contractor will provide outside providers with other third party payer information when available.

7. Laboratory, X-Ray, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies (Adult and Juvenile Facilities)

a) Contractor will be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical record supplies.

b) Contractor is responsible for purchasing required laboratory services and x-ray services. Routine chest and extremity x-rays will be provided on-site.

8. On-site Emergency Services (Adult and Juvenile Facilities)

a) Contractor will have physician personnel who will provide consultations to nursing and custody staff and be on call 24 hours a day, seven days a week.

9. Mental Health Services (Adult and Juvenile Facilities)

a) San Benito County Mental Health will provide on-site and off-site services and shall do so in satisfaction of all requirements of the California Medical Association (CMA) standards and Title 15 of the California Administrative Code.

b) Contractor will provide a 1.0 FTE LCSW 40 hours per week to assist with assessment for mental health issues; address on-site mental health emergencies, crisis intervention and support; collaborate with custody staff in developing treatment plans.

c) Contractor will administer psychotropic medications when on-site.

d) Contractor will develop a MOU with San Benito County Behavioral Health.

e) Contractor will not be responsible for any on or off-site mental health costs to include pharmaceuticals, diagnostic testing, and staffing or hospitalization costs.

10. Dental Services (Adult Facility)

a) Contractor will be responsible for providing emergency dental services to inmates in accordance with CMA standards.

b) The dental services will be provided on-site at the Jail.

c) Inmates requesting dental services will be prioritized, and will be scheduled to see the dentist as soon as possible, as medically needed.

d) Medically necessary oral surgery that cannot safely be delayed until release from custody will be referred to outside specialists.

(Juvenile Facility)

e) Dental services for minors will be provided on urgent need basis in the community and paid for by Contractor.

11. Medical Records (Adult and Juvenile Facilities)

a) Contractor will be responsible for the maintenance of all medical records.

b) Medical records will be the property of San Benito County.

c) Contractor will be the custodian of all active and inactive medical records generated after Contractor began operations.

d) Contractor will adhere to all laws relating to confidentiality of medical records.

e) Contractor will maintain all records in accordance with Title 15, California Administrative Code, Section 1205 and CMA accreditation guidelines.

f) Pertinent medical information will be prepared to accompany all inmates when transferring to other detention/correctional facilities.

g) San Benito County will provide space to store medical records.

12. Medication Administration (Adult Facility)

a) Contractor will be responsible for administering medications at the Adult Facility.

b) Medications will principally be administered on a twice a day regime.

c) Over the county (non-prescription) medications will principally be obtained through the commissary.

d) All pharmaceuticals will be used, stored, inventoried, and administered in accordance with all applicable laws, guidelines, and policies and procedures.

13. Medication Administration (Juvenile Facility)

a) Contractor will responsible for administering medications at the Juvenile Hall.

14. Work/Food Service Health Clearance (Adult and Juvenile Facilities, if applicable)

a) Custody staff will provide a list to Contractor of inmates that they wish to have cleared for assessment.

b) Contractor will provide health clearance for inmates to determine if they are medically cleared for work.

15. Emergency First Aid (Adult and Juvenile Facilities)

a) Contractor shall respond and provide emergency first aid to county staff and visitors within the confined of the detention facilities.

16. Training (Adult and Juvenile Facilities)

a) Contractor will provide up to eight hours of training to correctional officers/counselors concerning health issues in the jail and juvenile hall every two years.

17. Prosthesis (Adult and Juvenile Facilities)

a) Medical and dental prosthesis and corrective eyeglasses are provided when the health of the inmate or minor would otherwise be adversely affected as directed by the responsible physician or dentist.

18. Statistical Reporting (Adult and Juvenile Facilities)

a) No later than the third Friday of the following month, Contractor shall submit to the County, statistics and information on the previous month's activity.

19. Other Administrative Requirements

    a) Contractor will be responsible for responding to inmate grievances concerning medical care.

    b) Contractor will be responsible for allowing medical personnel to testify concerning civil litigation/civil rights suits, any writs of habeas corpus filed by inmates, or petition for removal for medical service. Contractor must also respond in writing to custody concerning any such litigation.

20. Quality Assurance Program (Adult and Juvenile Facilities)

    a) Contractor shall maintain a comprehensive quality assurance plan and such plan will be in place within 90 days of commencement of contract.

    b) Contractor shall provide County upon request with statistical summaries of quality assurance activities.

21. Other Services

    a) Contractor agrees to provide the following services adhering to CMA and Title 15 guidelines: Prenatal care, inmates in isolation services, safety cell services, monitoring inmates in restraints, delousing and scabies, monitoring syringes and needles, preventative care, and pharmaceutical reviews.

22. Special Medical Diets

    a) Contractor staff will evaluate the need for and will prescribe medically required special diets for inmates/minors as appropriate.

    b) Contractor will coordinate with food service management staff regarding the types of special medical diets which can be offered to the inmate population.

23. Personnel Services

    a) Contractor will comply with all laws relating to hiring/promotion practices to ensure that applicants for employment/promotion are not discriminated against because of race, creed, color, age, sex, sexual preference, marital status, handicap, or national origin.

    b) Contractor shall obtain all licenses necessary to provide medical services in San Benito County Detention Facilities. Contractor will ensure that all of its employees, including Registry temporary employees, who render medical services, possess and maintain all applicable licenses and certificates. Contractor shall ensure that all staff work only within the scope of practice described by their license and certificate.

    c) Contractor will ensure that all of its new employees are afforded an orientation period.

    d) Contractor will provide in-service training to its personnel. Topics will be identified by the Charge Nurse who will also maintain records on subject matter and employee participation. Counselors may attend trainings at juvenile facilities.

24. Policy and Procedure Manuals (Adult and Juvenile Facilities)

    a) Contractor will develop and maintain up-to-date written policy and procedure, protocol, standardized procedures, and reference manuals in compliance with CMA accreditation standards and CAC, Title 15

    b) New policies and/or procedures will not be implemented or existing policies and procedures revised by either party without the mutual concurrence of Contractor and County.

25. Transportation

    a) The County will be responsible for routine transportation of off-site health care services. Contractor will be responsible for emergency ambulance transportation. Contractor will determine the need for emergency ambulance transportation.

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.
[X] The basis specified in paragraph B-4.
[ ] In full upon approval of Agreement

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 $ _____

[X] a total sum not to exceed $ 4,229,099.76 plus quarterly per diem population overage when applicable,

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

In consideration of the services to be performed by Contractor, County agrees to pay Contractor the sum of $1,116,485.91 for services to adult and minor populations for the period of October 1, 2019 through June 30, 2020. Said payment will be in 9 equal monthly installments payable by the 15th day of each month.

In order to budget the compensation amounts for years 2 and 3 of the contract term, a 3% flat increase each contract year will be imposed each year on July 1. The following annual base compensation amounts are as follows:

July 1, 2020 – June 30, 2021 $ 1,533,307.32

July 1, 2021 – June 30, 2022 $ 1,579,306.54

County or Contractor shall make an adjustment to the flat rate if the average combined population of the adult and juvenile populations exceeds 140 on a quarterly average. The amount of the adjustment shall be $ 4.64 per day, per inmate/minor FY 2019-20; $4.78 FY 20/21; and $4.93 FY 21/22. The payment or rebate for any such adjustment will be made on a quarterly basis.

Should County elect to participate in the Medi-Cal Inmate Program (MCIP) during any of the contract years, Contractor shall reimburse County for any costs for inpatient services paid by Medi-Cal that would have otherwise been the responsibility of Contractor. This reimbursement would be limited to the total annual Contractor budget for inpatient services each year, including claims paid for inpatient services by Contractor directly.

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 contact, 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.

1) Services to be Performed by Contractor

1.01 No relationship or employer and employee is created by this Contract; it being understood that Contractor is an independent contractor and none of the attending physicians, nursing personnel, administrative support or other persons performing services for Contractor pursuant this Contract, whether said person be a member, partner, employee, subcontractor, or otherwise, shall have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability unemployment insurance benefits, or employee benefits of any kind.

If, in the performance of this Contract, any third person are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor.

All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment or requirement of law, shall be determined by Contractor, and County shall have no rights or authority over such employment, except as provided in the Contract.

1.02 Contractor's Services

a) Contractor agrees to perform the services as described in Attachment A.

1.03 Method of Performing Services

a) Contractor will determine the method, details, and means of performing the above-described services within the parameters outlined within this contract including all exhibits and attachments. Contractor retains the rights to make minor procedural changes that do not conflict with the intent of this agreement.

1.04 Employment of Assistants

a) Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

1.05 Equipment and Facilities

a) The County shall provide space, housekeeping, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other similar items necessary for the efficient operation of the health care delivery system. County agrees to provide only the medical equipment currently on premises. If said medical equipment requires replacement or repair, Contractor shall replace or repair, at Contractor's expense, said equipment with the same or comparable medical equipment and working order.

b) Contractor shall provide all medically necessary equipment, small tools, instruments, and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel. Contractor shall provide for disposal of contaminated waste in accordance with California regulations.

c) Contractor shall maintain all medical and office equipment, regardless of ownership, that is used for the performance of this Contract.

1.06 Hours and Personnel

a) Contractor shall maintain adequate health personnel to provide services herein. Contractor shall maintain the staffing pattern, hours, and availability described in Attachment E as the minimum staffing level. The hours and availability as set forth in Attachment E may be modified by written mutual consent.

b) Contractor's employees performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor. The employees shall practice medicine in accordance with accepted medical standards in the community, Title 15 and Board of Corrections.

c) Contractor shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners, registered nurses, or other ancillary personnel, should such personnel be utilized.

d) Contractor shall hire and maintain a registered nurse who will be the on-site Charge Nurse and will be designated as the liaison person between Contractor and County. The Charge Nurse shall be responsible for the investigation of all complaints that relate to Contractor's operations. These investigations shall be summarized in writing and will include Contractor's findings, position and corrective plan, if applicable.

e) Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination. Copies of these shall be maintained on-site in the medical unit.

f) Contractor shall be responsible for time and attendance accountability.

g) County's Sheriff reserves the right to perform background or security checks of Contractor's employees as a condition of granting them access to the County detention facilities. The Sheriff has the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be unacceptable security risk shall not be given access to facilities. No new employee shall be brought to a facility without the prior approval of the Sheriff.

h) The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin or other prohibited basis.

i) Contractor will be responsible for medical costs for only those inmates and detainees who have been medically cleared, booked, and physically placed in the facilities. Contractor will not be responsible for pre-booking medical costs or medical costs for inmates and/or detainees booked outside of the facilities.

1.07 Records and Reports

a) Existing medical records and medical records prepared by the Contractor shall be the property of the County. Contractor shall be the custodian of said medical records and adhere to confidentiality of records as per Attachment A. During the term of this agreement, the County of San Benito shall have access to inmate medical records. Such access to be provided as needed to the County Counsel or to any person designated in writing by the County Counsel.

b) Contractor shall have access to these records after the termination of this contractor for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this agreement. Medical records, as stated in this section, shall also include psychiatric or mental health records.

1.08 Administrative Requirements

a) Contractor shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this agreement.

b) Contractor shall comply with all County departmental procedures as applicable to detention facilities. This shall include such items as inmate security, health policies set by the health Officer, and mental health policies relating to the transfer of inmates.

c) Contractor shall ensure that the health care status, both physical and mental, of committed persons admitted to outside facilities, is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.

d) Contractor shall ensure that its staff document all health encounters in the inmate's medical record, legibly, in a problem oriented format, including diagnosis and treatment plan.

e) Contractor shall cooperate with County in any effort to receive funding from outside funding sources, including but not limited to, the implementation of the inmate co-pay program.

f) Contractor shall make all referral arrangements for treatment of covered individuals whose problem(s) extend beyond the scope of services provided on-site.

g) Contractor's responsibility for medical/surgical inpatient care in outside facilities shall be limited to Fifteen Thousand Dollars ($15,000) per medical surgical inpatient episode. Contractor shall not be responsible for psychiatric hospitalizations.

h) Contractor shall supply appropriate medical personnel to attend any court proceeding as requested by County, involving any inmate/minor whose medical history, condition, problem or status is at issue.

i) Contractor shall cooperation fully in aiding County to investigate, adjust, settle or defend any claim, action, or proceeding brought in connection with the operation of the County facilities health programs with which contractor may be connected.

j) Contractor shall secure and maintain continuously, all necessary licenses and certifications necessary for performance under this agreement.

2) Compensation

2.01 Flat Rate

a) In consideration for the services performed by Contractor, County agrees to pay Contractor as outlined in Attachment B of this Contract.

2.02 Third Party Payments

a) With respect to inmates and minor who are provided off-site services and who have medical insurance, Contractor will notify the provider of the off-site medical services that inmate/minor medical insurance is available.

b) Contractor will assist the County in identifying inmates who are required to participate in co-pay for on-site services.

2.03 Adjustment to Price/Services

a) Changes in contractual provisions or services to be furnished under this contract may be only in writing and must be approved by the San Benito County Board of Supervisors and Contractor. Should a decision be made to increase or decrease the scope of this contract, the County and Contractor will mutually agree to an adjusted contract price. Any adjustment to price shall become an amendment to this Contract.

b) Any modification to Attachment A which does not affect cost must be requested in writing and approved by the Sheriff.

3) Compliance with Minimum Jail Standards

3.01 Contractor will comply with all applicable laws regulating to medical services in local detention facilities in the State of California.

4) Research

4.01 No research projects involving inmates or minors, other than projects limited to the use of Information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff, Probation Chief or their designee. The condition under which research shall be conducted shall be agreed to by the Contractor and the Sheriff, Probation Chief or their designee and shall be governed by written guidelines.

In every case, the written informed consent of each inmate or minor who is subject of a research project shall be obtained prior to participation as a subject.

5) No Hostage Policy

5.01 Contractor understands and agrees that the San Benito County Jail has a **No Hostage Policy**. Should an employee or visitor be taken hostage, the San Benito County Jail **will not** allow an inmate to escape, provide any weapon to an inmate, provide alcohol or any drug to an inmate or allow additional persons to be placed at rick in order to secure the release of the hostage. The San Benito County Jail will do everything within the above guidelines to protect and secure the release of the hostage. Contractor's personnel should keep their personal safety in mind when in the Jail area.

6) Method and Place of Giving Notice, Submitting Bills an Making Payment

6.01 All notices, bills and payments shall be made in writing and may be given by personal deliver, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: San Benito County Jail
P.O. Box 920
Hollister, CA 95024

CONTRACTOR: California Forensic Medical Group, Inc.
1283 Murfreesboro Rd., Suite 500
Nashville, TN 37217

and, when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person whom notices, bills and payments are given by giving notice pursuant to this paragraph.

7) Merger

7.01 This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to California Code of Civil Procedure, Section 1856. No modification of this Contract shall be effective until such modification is evidenced by a writing signed by both parties.

8) Termination

8.01 The County may terminate the Contract resulting from this request at any time the Contractor is in default. The County shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within 5 days, the County shall issue the Contractor an order to stop work immediately and to vacate the premises. Either party may terminate the Contract without cause upon giving 120 days written notice.

9) Failure to Perform

9.01 The services rendered under this Contract are critical to the mandated responsibilities of the Sheriff and Probation Chief. Therefore, the Contractor will reimburse the County all expenses incurred by the County in providing services which are the Contractor's responsibility.

10) No Waver of Breach

10.01 The waiver by County of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Contract.

END OF ATTACHMENT D

ADULT AND JUVENILE FACILITIES

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Charge Nurse RN		7-3	7-3	7-3	7-3	7-3		40	1	Jail
Medical Assistant		8-4	8-4	8-4	8-4	8-4		40	1	Jail
RN	7-3						7-3	16	0.4	Jail
RN		8-12	8-12	8-12	8-12	8-12		20	0.5	Juvenile Hall
LCSW		8-4	8-4	8-4	8-4	8-4		40	1	All
RN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail
Dentist	2 hrs/week or 4 hours every other week							2	0.05	Jail
Dental Asst.	2 hrs/week or 4 hours every other week							2	0.05	Jail
Physician	4 hours/week							4	0.1	Both
	On-call twenty-four hours, seven days a week									
Days	7a - 3p, 8a - 4p							220	5.5	
Evenings	3p - 11p									

9-19-19 George McKnight

CPI for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUUR0000SA0,CUUS0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5	1.5	1.4
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6	1.7	1.5
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1	-0.1	0.3
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3	1.1	1.5
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1	2.2	2.0
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8	1.7	1.9
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2	1.2	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	4.7	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.0	8.3	7.7
2023	6.4														

CPI for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUUR0400SA0,CUUS0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, all urban consumers, not seasonally adjusted
Area: West
Item: All items
Base Period: 1982-84=100
Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	1.7	2	1.5	1.3	1.3	1.5	1.9	1.5	1.3	0.9	1.3	1.8	1.5	1.5	1.4
2014	1.7	1.3	1.5	1.8	2.3	2.3	2.3	2.1	2	2	1.7	1.3	1.9	1.8	1.9
2015	0.7	0.9	1.1	1	1.2	1.1	1.3	1.3	1	1.1	1.5	1.8	1.2	1	1.3
2016	2.6	2.1	1.5	1.8	1.5	1.6	1.4	1.5	2	2.3	2.3	2.5	1.9	1.9	2
2017	2.5	3	3.1	2.9	2.6	2.5	2.5	2.7	2.9	2.9	3.1	3.1	2.8	2.8	2.9
2018	3.1	3.1	3.2	3.2	3.5	3.6	3.6	3.6	3.4	3.5	3.3	3.1	3.3	3.3	3.4
2019	2.7	2.4	2.4	2.9	2.9	2.7	2.7	2.6	2.6	2.8	2.8	2.8	2.7	2.7	2.7
2020	2.9	3.1	2.5	1.3	0.8	1.2	1.7	1.9	1.6	1.2	1.4	1.5	1.7	1.9	1.5
2021	1.4	1.6	2.4	3.9	4.7	5.1	5.2	5	5.3	6	6.5	7.1	4.5	3.2	5.8
2022	7.7	8.1	8.7	8.3	8.3	8.8	8.3	8.1	8.3	8.1	7.1	6.2	8	8.3	7.7
2023	6.3														

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DocuSign Envelope ID: 7FD846EA-A86E-49C1-8E4E-61EEAFBBF19C

AMENDMENT TO CONTRACT
2

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

1. **Existing Contract.**

   a. **Initial Contract.**
   COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated September 24, 2019.

   b. **Prior Amendments.** (Check one.)
   [ ] The initial contract previously has not been amended.
   [X] The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 28, 2022

   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.
   [X] The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2023, to a new expiration date of June 30, 2024.

   b. **Scope of Services.** (Check one.)
   [X] 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.)

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DocuSign Envelope ID: 7FD846EA-A86E-49C1-8E4E-61EEAFBBF19C

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.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

Amendment to Contract #1 is hereby amended to increase the annual payment by the January CPI for All Urban Consumers (CPI-U) of 6.4%. The FY 2023-24 annual payment will increase to $1,772,687.35 from $1,666,59.60 (an annual increase of $106,627.81, $8,885.65 monthly).

[ ] 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.)

[X] There are no additional terms of compensation.

[ ] The following specific terms of compensation shall apply:

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DocuSign Envelope ID: 7FD846EA-A86E-49C1-8E4E-61EEAFBBF19C

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

DocuSigned by:
Dr. Grady Judson Bazzel
0438F9F7A628483...

Name/Title: Dr. Grady Judson Bazzel President

3/28/2023
Date

COUNTY

San Benito County Board of Supervisors

DocuSigned by:
Mindy Sotelo
BCAC4A983F63409...

Mindy Sotelo, Chairman
San Benito County Board of Supervisors

5/09/2023
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:
5FAF18CBGD194D2...

Reed Gallogly, Deputy County Counsel

3/30/2023
Date

DocuSign Envelope ID: AC8770C7-D243-48FD-96FC-4BE2A1063B9E

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.)

DocuSign Envelope ID: AC8770C7-D243-48FD-96FC-4BE2A1063B9E
DocuSign Envelope ID: 222ADE56-D816-4AC8-87D3-[illegible]

AMENDMENT TO CONTRACT
1

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

1. **Existing Contract.**

   a. **Initial Contract.**
   COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated September 24, 2019.

   b. **Prior Amendments.** (Check one.)
   [X] 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.
   [X] The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2022, to a new expiration date of June 30, 2023.

   b. **Scope of Services.** (Check one.)
   [X] 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.)

DocuSign Envelope ID: AC8770C7-D243-48FD-96FC-4BE2A1063B9E

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.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

The original contract is hereby amended to add an additional $1,666,059.54 for a total contract amount not to exceed $ 5,895,159.

[ ] 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.

[X] The following specific terms of compensation shall apply:

Contractor shall provide the County monthly reimbursement for any vacant hours at the Juvenile Facility at the then-current hourly rate for the personnel scheduled pursuant to the staffing Matrix, 'Attachment E' in the original contract (Exhibit 1).

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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

DocuSigned by:
Judd Bazzel
0438197A028439...

Name/Title: Judd Bazzel President

6/3/2022
Date

COUNTY

San Benito County Board of Supervisors

Peter Hernandez

Peter Hernandez, Chairman San Benito County Board of Supervisors

June 28, 2022
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

DocuSigned by:
5FAF1BCBCD194D2...

Reed Gallogly, Deputy County Counsel

6/13/2022
Date

DocuSign Envelope ID: AC8770C7-D243-48FD-96FC-4BE2A1063B9E

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.)

DocuSign Envelope ID: AC8770C7-D243-48FD-96FC-4BE2A1063B9E

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and the **CALIFORNIA FORENSIC MEDICAL GROUP** ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on October 1, 2019 , and end on June 30, 2022 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: $2,000,000
(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 one hundred twenty (120) days.

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

[ ] There are no additional provisions to this contract.

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

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

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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: Tony Lamonica

Title: Captain

Address: PO Box 920

Telephone No.: 831-636-4080

E-mail tlamonica@sbcsheriff.org

Contract Administrator for CONTRACTOR:

Name: Omaar Mossallati

Title Director, Corporate Counsel

Address: 1283 murfreesboro Pk ste500 Nashville TN 37217

Telephone No.: 615-312-7257

Email ~~Fax No.~~: omossallati@wellpath.us

SIGNATURES

APPROVED BY COUNTY:

Name: Mark Medina

Title Chairman, San Benito County Board of Supervisors

Date: 9-24-19

APPROVED BY CONTRACTOR:

Cindy Watson

Name: Cindy Watson

Title: COO and Secretary

Date: 8/29/19

APPROVED AS TO LEGAL FORM:
San Benito County Counsel

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: Sept. 19, 2019

DocuSign Envelope ID: AC8770C7-D243-48FD-96FC-4BE2A1063B9E

ATTACHMENT A
Scope of Work
San Benito County Contract

Services: All services performed by Contractor shall be carried out in conformance with CMA accreditation guidelines and CAC Title 15.

1. Receiving Screening (Adult Facility)

   a) Health trained custody staff will complete the "Intake Health Screening" form at the Main Jail.

   b) Contractor nursing staff will respond to request for consolation on screenings as required when on-site.

   c) When medically appropriate, Contractor will provide medical services on-site.

2. Receiving Screening (Juvenile Facility)

   a) Health trained counselors will complete the "Intake Health Screening" form.

   b) Contractor nursing staff when on-site will respond to requests for consultation on screenings as required.

   c) When medically appropriate, Contractor will provide medical services on-site.

3. Health Inventory and Communicable Disease Screening (Adult and Juvenile Facilities)

   a) Contractor will perform Health Inventory and Communicable Disease Screening on all inmates who reside in the Adult Facilities within 14 days.

   b) Included will be screening for tuberculosis and other communicable diseases. Lab tests will be performed per CMA guidelines and as medically indicated.

   c) The Health Inventory and Communicable Disease Screening will be completed by the physician or the family nurse practitioner, physician's assistant or registered nurse specifically trained to conduct health appraisals.

   d) Contractor will perform a physical in accordance with CMA guidelines on every minor who is admitted to the Juvenile Hall within ninety-six hours of admission.

4. Detoxification from Drugs and Alcohol (Adult Facility)

   a) Detoxification services will be performed under medical supervision.

   b) Inmates will be assessed by medical personnel (when on-site) when admitted to the sobering cell.

   c) When contractor staff is on-site they will check inmates in the sobering cell upon admission, and every six hours thereafter. When medical staff is not on-site, the on-call medical provider may be called for consultation.

   d) Custody staff will monitor detoxification cells as per Title 15 and /or California Medical Association (CMA) guidelines.

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(Juvenile Facility)

e) Detoxification from mind-altering drugs, including alcohol, when performed at Juvenile Hall will be under medical supervision. No standing orders will be issued.

f) Inmates presenting "withdrawal" symptoms prior to booking will immediately be sent to the hospital for clearance.

5. Sick Call (Adult Facility)

a) Sick call will be conducted five days a week with emergency response on weekends.

b) Sick call will be conducted by a Registered Nurse operating under standardized procedures.

c) Sick call will be conducted in designated areas of the clinics or housing units, in as much privacy as security concerns allow.

d) Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

(Juvenile Facility)

e) Sick call will be conducted five days a week by a Registered Nurse operating under standardized procedures.

f) A physician will provide consultation at least once per week, and will be on call twenty-four hours per day seven days per week.

6. Off-Site Services (Adult and Juvenile Facilities)

a) Contractor will provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those inmates and minors who have been medically cleared, booked and physically placed in the Adult or Juvenile Facilities.

The financial liability for Contractor will be limited to $15,000 (fifteen thousand dollars) per medical/surgical inpatient episode.

b) All such care as described in (5a) above must be approved and referred by Contractor staff utilizing a "CFMG, Inc. Referral" form.

c) Contractor will not refer or be responsible for elective procedures that can safely be provided when an inmate is released from custody. Any request for elective care requested by an inmate must be approved by the facility commander for security reasons and will be the financial responsibility of the inmate.

d) Contractor will provide outside providers with other third party payer information when available.

7. Laboratory, X-Ray, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies (Adult and Juvenile Facilities)

a) Contractor will be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical record supplies.

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b) Contractor is responsible for purchasing required laboratory services and x-ray services. Routine chest and extremity x-rays will be provided on-site.

8. On-site Emergency Services (Adult and Juvenile Facilities)

a) Contractor will have physician personnel who will provide consultations to nursing and custody staff and be on call 24 hours a day, seven days a week.

9. Mental Health Services (Adult and Juvenile Facilities)

a) San Benito County Mental Health will provide on-site and off-site services and shall do so in satisfaction of all requirements of the California Medical Association (CMA) standards and Title 15 of the California Administrative Code.

b) Contractor will provide a 1.0 FTE LCSW 40 hours per week to assist with assessment for mental health issues; address on-site mental health emergencies, crisis intervention and support; collaborate with custody staff in developing treatment plans.

c) Contractor will administer psychotropic medications when on-site.

d) Contractor will develop a MOU with San Benito County Behavioral Health.

e) Contractor will not be responsible for any on or off-site mental health costs to include pharmaceuticals, diagnostic testing, and staffing or hospitalization costs.

10. Dental Services (Adult Facility)

a) Contractor will be responsible for providing emergency dental services to inmates in accordance with CMA standards.

b) The dental services will be provided on-site at the Jail.

c) Inmates requesting dental services will be prioritized, and will be scheduled to see the dentist as soon as possible, as medically needed.

d) Medically necessary oral surgery that cannot safely be delayed until release from custody will be referred to outside specialists.

(Juvenile Facility)

e) Dental services for minors will be provided on urgent need basis in the community and paid for by Contractor.

11. Medical Records (Adult and Juvenile Facilities)

a) Contractor will be responsible for the maintenance of all medical records.

b) Medical records will be the property of San Benito County.

c) Contractor will be the custodian of all active and inactive medical records generated after Contractor began operations.

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d) Contractor will adhere to all laws relating to confidentiality of medical records.

e) Contractor will maintain all records in accordance with Title 15, California Administrative Code, Section 1205 and CMA accreditation guidelines.

f) Pertinent medical information will be prepared to accompany all inmates when transferring to other detention/correctional facilities.

g) San Benito County will provide space to store medical records.

12. Medication Administration (Adult Facility)

a) Contractor will be responsible for administering medications at the Adult Facility.

b) Medications will principally be administered on a twice a day regime.

c) Over the county (non-prescription) medications will principally be obtained through the commissary.

d) All pharmaceuticals will be used, stored, inventoried, and administered in accordance with all applicable laws, guidelines, and policies and procedures.

13. Medication Administration (Juvenile Facility)

a) Contractor will responsible for administering medications at the Juvenile Hall.

14. Work/Food Service Health Clearance (Adult and Juvenile Facilities, if applicable)

a) Custody staff will provide a list to Contractor of inmates that they wish to have cleared for assessment.

b) Contractor will provide health clearance for inmates to determine if they are medically cleared for work.

15. Emergency First Aid (Adult and Juvenile Facilities)

a) Contractor shall respond and provide emergency first aid to county staff and visitors within the confined of the detention facilities.

16. Training (Adult and Juvenile Facilities)

a) Contractor will provide up to eight hours of training to correctional officers/counselors concerning health issues in the jail and juvenile hall every two years.

17. Prosthesis (Adult and Juvenile Facilities)

a) Medical and dental prosthesis and corrective eyeglasses are provided when the health of the inmate or minor would otherwise be adversely affected as directed by the responsible physician or dentist.

18. Statistical Reporting (Adult and Juvenile Facilities)

a) No later than the third Friday of the following month, Contractor shall submit to the County, statistics and information on the previous month's activity.

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19. Other Administrative Requirements

    a) Contractor will be responsible for responding to inmate grievances concerning medical care.

    b) Contractor will be responsible for allowing medical personnel to testify concerning civil litigation/civil rights suits, any writs of habeas corpus filed by inmates, or petition for removal for medical service. Contractor must also respond in writing to custody concerning any such litigation.

20. Quality Assurance Program (Adult and Juvenile Facilities)

    a) Contractor shall maintain a comprehensive quality assurance plan and such plan will be in place within 90 days of commencement of contract.

    b) Contractor shall provide County upon request with statistical summaries of quality assurance activities.

21. Other Services

    a) Contractor agrees to provide the following services adhering to CMA and Title 15 guidelines: Prenatal care, inmates in isolation services, safety cell services, monitoring inmates in restraints, delousing and scabies, monitoring syringes and needles, preventative care, and pharmaceutical reviews.

22. Special Medical Diets

    a) Contractor staff will evaluate the need for and will prescribe medically required special diets for inmates/minors as appropriate.

    b) Contractor will coordinate with food service management staff regarding the types of special medical diets which can be offered to the inmate population.

23. Personnel Services

    a) Contractor will comply with all laws relating to hiring/promotion practices to ensure that applicants for employment/promotion are not discriminated against because of race, creed, color, age, sex, sexual preference, marital status, handicap, or national origin.

    b) Contractor shall obtain all licenses necessary to provide medical services in San Benito County Detention Facilities. Contractor will ensure that all of its employees, including Registry temporary employees, who render medical services, possess and maintain all applicable licenses and certificates. Contractor shall ensure that all staff work only within the scope of practice described by their license and certificate.

    c) Contractor will ensure that all of its new employees are afforded an orientation period.

    d) Contractor will provide in-service training to its personnel. Topics will be identified by the Charge Nurse who will also maintain records on subject matter and employee participation. Counselors may attend trainings at juvenile facilities.

DocuSign Envelope ID: AC8770C7-D243-48FD-96FC-4BE2A1063B9E

24. Policy and Procedure Manuals (Adult and Juvenile Facilities)

    a) Contractor will develop and maintain up-to-date written policy and procedure, protocol, standardized procedures, and reference manuals in compliance with CMA accreditation standards and CAC, Title 15

    b) New policies and/or procedures will not be implemented or existing policies and procedures revised by either party without the mutual concurrence of Contractor and County.

25. Transportation

    a) The County will be responsible for routine transportation of off-site health care services. Contractor will be responsible for emergency ambulance transportation. Contractor will determine the need for emergency ambulance transportation.

END OF ATTACHMENT A

DocuSign Envelope ID: AC8770C7-D243-48FD-96FC-4BE2A1063B9E

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.
[X] The basis specified in paragraph B-4.
[ ] In full upon approval of Agreement

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 $ _____

[X] a total sum not to exceed $ 4,229,099.76 plus quarterly per diem population overage when applicable,

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

In consideration of the services to be performed by Contractor, County agrees to pay Contractor the sum of $1,116,485.91 for services to adult and minor populations for the period of October 1, 2019 through June 30, 2020. Said payment will be in 9 equal monthly installments payable by the 15th day of each month.

In order to budget the compensation amounts for years 2 and 3 of the contract term, a 3% flat increase each contract year will be imposed each year on July 1. The following annual base compensation amounts are as follows:

July 1, 2020 – June 30, 2021 $ 1,533,307.32

July 1, 2021 – June 30, 2022 $ 1,579,306.54

County or Contractor shall make an adjustment to the flat rate if the average combined population of the adult and juvenile populations exceeds 140 on a quarterly average. The amount of the adjustment shall be $ 4.64 per day, per inmate/minor FY 2019-20; $4.78 FY 20/21; and $4.93 FY 21/22. The payment or rebate for any such adjustment will be made on a quarterly basis.

Should County elect to participate in the Medi-Cal Inmate Program (MCIP) during any of the contract years, Contractor shall reimburse County for any costs for inpatient services paid by Medi-Cal that would have otherwise been the responsibility of Contractor. This reimbursement would be limited to the total annual Contractor budget for inpatient services each year, including claims paid for inpatient services by Contractor directly.

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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.

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(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.

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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.

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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

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(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 contact, 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

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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.

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1) Services to be Performed by Contractor

1.01 No relationship or employer and employee is created by this Contract; it being understood that Contractor is an independent contractor and none of the attending physicians, nursing personnel, administrative support or other persons performing services for Contractor pursuant this Contract, whether said person be a member, partner, employee, subcontractor, or otherwise, shall have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability unemployment insurance benefits, or employee benefits of any kind.

If, in the performance of this Contract, any third person are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor.

All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment or requirement of law, shall be determined by Contractor, and County shall have no rights or authority over such employment, except as provided in the Contract.

1.02 Contractor's Services

a) Contractor agrees to perform the services as described in Attachment A.

1.03 Method of Performing Services

a) Contractor will determine the method, details, and means of performing the above-described services within the parameters outlined within this contract including all exhibits and attachments. Contractor retains the rights to make minor procedural changes that do not conflict with the intent of this agreement.

1.04 Employment of Assistants

a) Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

1.05 Equipment and Facilities

a) The County shall provide space, housekeeping, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other similar items necessary for the efficient operation of the health care delivery system. County agrees to provide only the medical equipment currently on premises. If said medical equipment requires replacement or repair, Contractor shall replace or repair, at Contractor's expense, said equipment with the same or comparable medical equipment and working order.

b) Contractor shall provide all medically necessary equipment, small tools, instruments, and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel. Contractor shall provide for disposal of contaminated waste in accordance with California regulations.

c) Contractor shall maintain all medical and office equipment, regardless of ownership, that is used for the performance of this Contract.

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1.06 Hours and Personnel

a) Contractor shall maintain adequate health personnel to provide services herein. Contractor shall maintain the staffing pattern, hours, and availability described in Attachment E as the minimum staffing level. The hours and availability as set forth in Attachment E may be modified by written mutual consent.

b) Contractor's employees performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor. The employees shall practice medicine in accordance with accepted medical standards in the community, Title 15 and Board of Corrections.

c) Contractor shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners, registered nurses, or other ancillary personnel, should such personnel be utilized.

d) Contractor shall hire and maintain a registered nurse who will be the on-site Charge Nurse and will be designated as the liaison person between Contractor and County. The Charge Nurse shall be responsible for the investigation of all complaints that relate to Contractor's operations. These investigations shall be summarized in writing and will include Contractor's findings, position and corrective plan, if applicable.

e) Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination. Copies of these shall be maintained on-site in the medical unit.

f) Contractor shall be responsible for time and attendance accountability.

g) County's Sheriff reserves the right to perform background or security checks of Contractor's employees as a condition of granting them access to the County detention facilities. The Sheriff has the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be unacceptable security risk shall not be given access to facilities. No new employee shall be brought to a facility without the prior approval of the Sheriff.

h) The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin or other prohibited basis.

i) Contractor will be responsible for medical costs for only those inmates and detainees who have been medically cleared, booked, and physically placed in the facilities. Contractor will not be responsible for pre-booking medical costs or medical costs for inmates and/or detainees booked outside of the facilities.

1.07 Records and Reports

a) Existing medical records and medical records prepared by the Contractor shall be the property of the County. Contractor shall be the custodian of said medical records and adhere to confidentiality of records as per Attachment A. During the term of this agreement, the County of San Benito shall have access to inmate medical records. Such access to be provided as needed to the County Counsel or to any person designated in writing by the County Counsel.

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b) Contractor shall have access to these records after the termination of this contractor for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this agreement. Medical records, as stated in this section, shall also include psychiatric or mental health records.

1.08 Administrative Requirements

a) Contractor shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this agreement.

b) Contractor shall comply with all County departmental procedures as applicable to detention facilities. This shall include such items as inmate security, health policies set by the health Officer, and mental health policies relating to the transfer of inmates.

c) Contractor shall ensure that the health care status, both physical and mental, of committed persons admitted to outside facilities, is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.

d) Contractor shall ensure that its staff document all health encounters in the inmate's medical record, legibly, in a problem oriented format, including diagnosis and treatment plan.

e) Contractor shall cooperate with County in any effort to receive funding from outside funding sources, including but not limited to, the implementation of the inmate co-pay program.

f) Contractor shall make all referral arrangements for treatment of covered individuals whose problem(s) extend beyond the scope of services provided on-site.

g) Contractor's responsibility for medical/surgical inpatient care in outside facilities shall be limited to Fifteen Thousand Dollars ($15,000) per medical surgical inpatient episode. Contractor shall not be responsible for psychiatric hospitalizations.

h) Contractor shall supply appropriate medical personnel to attend any court proceeding as requested by County, involving any inmate/minor whose medical history, condition, problem or status is at issue.

i) Contractor shall cooperation fully in aiding County to investigate, adjust, settle or defend any claim, action, or proceeding brought in connection with the operation of the County facilities health programs with which contractor may be connected.

j) Contractor shall secure and maintain continuously, all necessary licenses and certifications necessary for performance under this agreement.

2) Compensation

2.01 Flat Rate

a) In consideration for the services performed by Contractor, County agrees to pay Contractor as outlined in Attachment B of this Contract.

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2.02 Third Party Payments

a) With respect to inmates and minor who are provided off-site services and who have medical insurance, Contractor will notify the provider of the off-site medical services that inmate/minor medical insurance is available.

b) Contractor will assist the County in identifying inmates who are required to participate in co-pay for on-site services.

2.03 Adjustment to Price/Services

a) Changes in contractual provisions or services to be furnished under this contract may be only in writing and must be approved by the San Benito County Board of Supervisors and Contractor. Should a decision be made to increase or decrease the scope of this contract, the County and Contractor will mutually agree to an adjusted contract price. Any adjustment to price shall become an amendment to this Contract.

b) Any modification to Attachment A which does not affect cost must be requested in writing and approved by the Sheriff.

3) Compliance with Minimum Jail Standards

3.01 Contractor will comply with all applicable laws regulating to medical services in local detention facilities in the State of California.

4) Research

4.01 No research projects involving inmates or minors, other than projects limited to the use of Information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff, Probation Chief or their designee. The condition under which research shall be conducted shall be agreed to by the Contractor and the Sheriff, Probation Chief or their designee and shall be governed by written guidelines.

In every case, the written informed consent of each inmate or minor who is subject of a research project shall be obtained prior to participation as a subject.

5) No Hostage Policy

5.01 Contractor understands and agrees that the San Benito County Jail has a **No Hostage Policy**. Should an employee or visitor be taken hostage, the San Benito County Jail **will not** allow an inmate to escape, provide any weapon to an inmate, provide alcohol or any drug to an inmate or allow additional persons to be placed at rick in order to secure the release of the hostage. The San Benito County Jail will do everything within the above guidelines to protect and secure the release of the hostage. Contractor's personnel should keep their personal safety in mind when in the Jail area.

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6) Method and Place of Giving Notice, Submitting Bills an Making Payment

6.01 All notices, bills and payments shall be made in writing and may be given by personal deliver, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: San Benito County Jail
P.O. Box 920
Hollister, CA 95024

CONTRACTOR: California Forensic Medical Group, Inc.
1283 Murfreesboro Rd., Suite 500
Nashville, TN 37217

and, when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person whom notices, bills and payments are given by giving notice pursuant to this paragraph.

7) Merger

7.01 This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to California Code of Civil Procedure, Section 1856. No modification of this Contract shall be effective until such modification is evidenced by a writing signed by both parties.

8) Termination

8.01 The County may terminate the Contract resulting from this request at any time the Contractor is in default. The County shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within 5 days, the County shall issue the Contractor an order to stop work immediately and to vacate the premises. Either party may terminate the Contract without cause upon giving 120 days written notice.

9) Failure to Perform

9.01 The services rendered under this Contract are critical to the mandated responsibilities of the Sheriff and Probation Chief. Therefore, the Contractor will reimburse the County all expenses incurred by the County in providing services which are the Contractor's responsibility.

10) No Waver of Breach

10.01 The waiver by County of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Contract.

END OF ATTACHMENT D

ADULT AND JUVENILE FACILITIES

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Charge Nurse RN		7-3	7-3	7-3	7-3	7-3		40	1	Jail
Medical Assistant		8-4	8-4	8-4	8-4	8-4		40	1	Jail
RN	7-3						7-3	16	0.4	Jail
RN		8-12	8-12	8-12	8-12	8-12		20	0.5	Juvenile Hall
LCSW		8-4	8-4	8-4	8-4	8-4		40	1	All
RN	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.4	Jail
Dentist	2 hrs/week or 4 hours every other week							2	0.05	Jail
Dental Asst.	2 hrs/week or 4 hours every other week							2	0.05	Jail
Physician	4 hours/week							4	0.1	Both
	On-call twenty-four hours, seven days a week									
Days	7a - 3p, 8a - 4p							220	5.5	
Evenings	3p - 11p									

9-19-19 George McKnight

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SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 3.1

MEETING DATE: **05/09/2023**

DEPARTMENT: SHERIFF DEPARTMENT

AGENDA ITEM PREPARER: Kellie Kennedy

DEPT HEAD/DIRECTOR: Eric Taylor

SUBJECT:

SHERIFF'S OFFICE - E. TAYLOR
(To Be Heard at 1:30 p.m. or soon thereafter as the matter may be heard)
Introduce and waive first reading of an ordinance of the Board of Supervisors adopting a policy to provide guidelines for the approval, acquisition and reporting requirements for military equipment.
SBC File Number: 110
Ordinance No.: 1056

AGENDA SECTION:

PUBLIC HEARING

BACKGROUND/SUMMARY:

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481 (AB 481). This bill is intended to increase transparency, accountability and oversight surrounding the acquisition and use by state and local law enforcement agencies of equipment the state has identified as "military equipment." For law enforcement agencies such as the Sheriff's Office, AB 481 requires approval by the governing body for the continued use of the specific equipment.

Governing body approval under AB 481 must take the form of an ordinance adopting the publicly released, written military equipment use policy, which must address a number of specific topics, including the type, quantity, capabilities, purpose, and authorized uses of each type of equipment, the fiscal impact of their acquisition and use, the legal and procedural rules that govern their use, the training required by any deputy allowed to use them, the mechanisms in place to ensure policy compliance, and the procedures by which the public may register complaints.

The office currently owns equipment that falls under the identified types as defined in AB 481. The listed equipment is used to respond to critical events and assist in de-escalation. The equipment increases the safety of law enforcement personnel and citizens. It allows access into difficult terrain and provides a variety of options for a safe and timely resolution of critical incidents county wide.

Today's request is for the Board of Supervisors to read the title and waive first reading of the ordinance relating to the military equipment use policy as required by California Assembly Bill 481.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

Yes

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

On 9/13/2022, the Board of Supervisors approved Policy 708 Military Equipment and directed staff to return with an ordinance adopting said policy.

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

No

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Direct County Counsel to read the title and waive first reading of an ordinance of the San Benito County Board of Supervisors adopting a policy to provide guidelines for the approval, acquisition and reporting requirements for military equipment; and

Continue the matter for adoption at the next regularly scheduled Board of Supervisors meeting on May 23, 2023.

BOARD ACTION RESULTS:

Accepted introduction, waive further reading, and continue the hearing to the May 23, 2023 meeting at 9:00 AM. (5/0 vote)

ATTACHMENTS:
Ordinance - Military Equipment
Military Equipment Policy #708
SBCSO AB 481 Inventory
SBCSO Equipment Justificatoin AB 481

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BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

Ordinance No. _____

AN ORDINANCE OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS ADOPTING A POLICY TO PROVIDE GUIDELINES FOR THE APPROVAL, ACQUISITION AND REPORTING REQUIREMENTS FOR MILITARY EQUIPMENT

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, which relates to the use of military equipment by state and local law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at Government Code sections 7070 through 7075, inclusive, and as applied to counties, requires law enforcement agencies to obtain approval for a military equipment use policy prior to taking any action which supports the acquisition and use of military equipment; and

WHEREAS, Government Code section 7071 requires approval of a military equipment use policy by ordinance at a regular meeting of the Board of Supervisors; and

WHEREAS, it further provides that military equipment use policy must be made publicly available on the law enforcement agency's internet website for no less than thirty (30) calendar days prior to adoption of the same by ordinance; and

WHEREAS, subdivision (e) of Government Code section 7071 further requires that the Board of Supervisors review any such ordinance at least annually after having considered the report required by Government Code section 7072; and

WHEREAS, the proposed military equipment policy for the San Benito County Sheriff's Office, Policy 708, is incorporated herein; and

WHEREAS, San Benito County Sheriff's Office Policy 708 was published on the San Benito County Sheriff's internet website on September 7, 2022; and was provided to the Board of Supervisors on the same day;

NOW THEREFORE, THE BOARD OF SUPERVISORS FOR THE COUNTY OF SAN BENITO DOES ORDAIN AS FOLLOWS:

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Section 1. Determination and Orders

1. San Benito County Sheriff's Office Policy 708 meets the requirements of subdivision (d) of Government Code section 7070 because substantial evidence in the record establishes that:

   A. Policy 708 is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

   B. Policy 708 will safeguard the public's welfare, safety, civil rights, and civil liberties; and

   C. The equipment set forth in policy 708 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

2. San Benito County Sheriff's Office Policy 708 is approved and adopted.

3. The Sheriff shall produce an annual military equipment report required by Government Code section 7072, publish the same on the internet website of the Sheriff's Office, and provide the notice and public engagement required by subdivision (b) of Government Code 7072.

4. The Sheriff shall, after undertaking all actions set forth in Section 3 herein, agendize consideration of the annual military equipment report for a regular meeting of the Board of Supervisors.

5. The Board of Supervisors shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2).

Section 2. Severability

1. The provisions of this Ordinance are separate and severable. If any sentence, section, or provision of this Ordinance is for any reason held by a court to be unconstitutional or invalid, the Board of Supervisors declares that it would have passed this Ordinance, or any sentence, section, or provision thereof, irrespective of the invalidity of the provision held to be unconstitutional or invalid. Such unconstitutionality or invalidity shall therefore not affect the remaining provisions of this Ordinance, or the validity of its application to other persons or circumstances.

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Section 3. Effective Date

1. This ordinance shall take effect thirty (30) days after its final adoption.

Section 4. Codification

1. This ordinance shall not be codified.

In regular session of the San Benito County Board of Supervisors, adopted _____, by the following vote:

YES: Supervisors(s)

NO: Supervisors

ABSENT OR NOT VOTING: Supervisor(s)

_____
Mindy Sotelo, Chair
San Benito County Board of Supervisors

ATTEST:
Vanessa Delgado, Clerk of the Board

_____
By: Clerk of the Board

Date: _____

APPROVED AS TO LEGAL FORM
San Benito County Counsel

DocuSigned by:
Ekam Brar
249E8FD870FB47D...
By: Ekam Brar, Deputy County Counsel

Date: 4/25/2023

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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708.2 POLICY

It is the policy of the San Benito County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of San Benito County Sheriff's Office (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the office's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

708.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Office:

1) One (1) Long Range Acoustic Device (LRAD)

2) One (1) 37mm Kinetic projectile/gas projectile launcher

3) Five (5) Shotguns, converted to Less Lethal use

4) Approximately 511 rounds of less lethal shotgun ammunition

5) Two (2) Suppressor/Silencer devices

6) Seven (7) Flash Bang Fuses

7) Reload-able Flash Bang bodies

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8) Four (4) CS gas grenades

9) Twelve (12) 37mm CS launch-able projectiles

10) Two (2) 37mm Kinetic Impact munitions

11) One (1) Machine gun (Evidence/Training gun)

12) Fourteen (14) Weapons that qualify as "Assault Weapons" (Under CA Law). Evidence and Training Guns

13) Ten (10) Short barreled rifles (.308's and SBR's

14) One (1) MRAP

15) One (1) Peacekeeper (Bakersfield PD 1033 program)

16) One (1) Mobile Command Vehicle

708.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

708.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

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708.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

708.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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San Benito County Sheriff's Office
Military Equipment - AB 481

Quantity	Description
1	long range acoustic device (LRAD)
1	37mm kinetic projectile / gas projectile launcher
5	shotgun converted to less-than-lethal
511	rounds (approx) less-than-lethal shotgun ammo
2	suppressor / silencer devices
7	flash-bang fuses
3	reloadable flash-bang bodies
4	CS gas grenades
12	37mm CS launchable projectiles
2	37mm kinetic impact munitions
1	machine gun (evidence / training gun)
14	assault weapons
10	short barreled rifles
1	MRAP / MATV
1	Cadillac Gage Ranger (Peacekeeper)

Justification for the retention and potential use of "Military Equipment" (As defined in policy 708) currently maintained by the San Benito County Sheriff's Office Range Program;

1. **Long Range Acoustic Device (LRAD):** The LRAD device is a non-kinetic sound generating device. The primary use of such a device is Less Lethal crowd control applications. However, the LRAD may also be used for mass disaster warning and notifications. The LRAD device (At longer ranges) is particularly useful for providing audible instruction, or notifications, to an area where a general load speaker is not powerful enough to obtain the desired effect or coverage.

   The LRAD device does, depending on use, have the potential to damage the hearing of those it is deployed against. However, the device substantially reduces the risk to the operator and the public of harm and when used correctly does not generally produce lasting damage. The device is partially indiscriminate, due to the fact it will affect anyone it its deployment range and direction.

   The use of the LRAD device for crowd control should be confined to overly aggressive, assaultive, and illegal assemblies/ crowds where individual (Target specific) intervention is impractical, or otherwise not viable, and a substantial risk to the public or officers (By the crowd) is present. A possible example of the appropriate use of this device could be a riot where a whole crowd, possibly armed, is extremely aggressive or assaultive and overwhelming police lines. This device is important to have available but, should be used sparingly and in relatively extreme situations where LEOs have a substantial and justifiable need to retain, or regain, control of volatile situations. **(No Cost)**

2. **Single shot 37mm Kinetic Projectile/ Gas launcher**: This device is similar in appearance to a maritime flair gun or "Grenade launcher." However, in a law enforcement context, it is generally utilized as a Less Lethal kinetic energy weapon, similar to a "Bean bag" shotgun round, but larger in size. These launchers are also capable of delivering tear gas, or "CS" gas irritant

rounds, for custody applications and crowd control. The larger 37mm rounds reduce the risk of penetrative injuries at close range.

However, the 37mm launcher retained by the SBCSO is from the 1970s and in primarily retained for training purposes. The launcher is still functional but is not in regular use by the SBCSO and is not intended to be. Currently the SBCSO had no unexpired (Modern) munitions for the launcher and is not actively seeking to obtain them. **(No Cost)**

3. **Shotguns converted to Less Lethal (LL) use:** These are standard pump action shotguns which were converted to Less Lethal launcher use only. It should be noted, no live conventual (Lethal) shotgun ammunition is issued to agency staff and is not available to patrol deputies. Only agency approved less lethal ammunition is issued, or available. Less lethal shoguns are clearly marked as such (Orange stock and foregrip) to denote their use.

   The 12 gage Less Lethal shotguns allow Deputies to employ a less lethal kinetic impact/ pain compliance tool, with substantially less risk of injury to the operator and even the public. These devices can be precision aimed (Given ideal conditions) and can have the potential to cause less harm than an equivalent force option, such as a baton. These launchers also allow a deputy to respond with less lethal force from a distance, preventing injury, such as getting a suspect to drop a knife from a safer distance. These launchers have been successfully utilized in crowd control situation to target specific violent subjects amongst a peaceful crowd and to avoid indiscriminate use of other options, such as tear gas. **(Range Budget)**

4. **Less Lethal 12 gage ammunition**: These rounds are used in the above-mentioned Less Lethal 12ga shotguns. The rounds consist of a small nylon bag, filled with small led shot pellets. This device is relatively equivalent to the kinetic energy of a fast ball (Baseball) and is designed to gain compliance while reducing injuries. The rounds are capable of causing injury, but the risk of injury is reduced to the operator and suspect. These rounds are commonly used in the industry and are a very useful tool on daily patrol as well as crowd control situations. **(Range Budget)**

5. **Suppressor/ Silencer devices**: The SBCSO has several, and is actively evaluating the expanded use of, suppressor/ silencer firearms sound reducing devices. These devices substantial reduce (Though do not eliminate) the report (Sound) of a gunshot. Currently suppressors are installed on the patrol rifles issued to the court security department of the SBCSO. These rifles are to be used in the event of an active shooter like event in the courthouse, or some similarly substantial threat necessitating/ justifying the use of a patrol rifle in the court environment.

   If a patrol rifle is used within the courthouse, it is advantageous to use a suppressor to preserve the hearing of the operator and the public who would be bystanders/ witnesses to the event. The use of suppressors would also allow for better team communication by preserving the hearing of those responding. These same benefits would extend to suppressers if (In future) issued to regular patrol Deputies and other Sheriff's Office assignment staff. Suppressers would also make it easier to dispatch injured animals (Per-policy) without unduly alarming the public. **(Range Budget)**

   6&7. "Flash Bang" fuses & reloadable bodies: These two devices comprise a small pyrotechnic diversionary device, commonly referred to as a "Flash Bang". These devices use a small, controlled, less lethal, explosion to create a burst of light and loud sound to disorient and temporarily partially incapacitate a subject. When detonated the device overloads the light sensing cells within the eye and creates a ringing in the ears, which can cause temporary disorientation, allowing a subject to be subdued by law enforcement.

   This device often allows a subject to be taken into custody without the need to resort to risker and higher levels of force, up to and including deadly force. This device is made up of a small explosive fuse and loaded in a reloadable body which disseminates the shockwave and visible blast light. It should be noted this device does <u>not</u> contain any projectiles, or shrapnel like objects, simply the force of the small bast.

The effect of the device is like detonating a firework close to oneself, with a blinding light and deafening sound. The device generally does not create lasting effects or damage. The device generally does not cause fire or other significant property damage. These devices are often used for so call "High risk" warrants but has other applications. It should be noted that inadvertent injuries or fire may occur.

These devices are very effective against aggressive, or so call "Guard"/ "Attack" dogs. These diversionary devices are useful in situations where it would otherwise be necessary to shoot a dog. "Flash bang" diversionary device might also be employed in a rapid reaction event, such as active school shooter, to gain access to barricaded subject who may be actively employing deadly force against captives, such as in a school classroom. Several of these devices are retained by the SBCSO but are very rarely used. **(Range Budget)**

8&9. "CS" or "Tear gas" grenade devices: These devices resemble smoke grenades, but disperse an irritant gas, like prepper spray. These devices are often use for crowd control, riots, custody applications and barricaded subjects. The SBCSO maintains several of these devices. It should be noted these devices are extremely old (1970 vintage) and are retained for training aid purposes and are not intended to be deployed. However, it would be advantageous for the SBCSO to have a small supply of modern CS/ Tear canisters to be used in the rare event of a violent riot type situation, as a less lethal option, to be used sparingly and appropriately. These devices may be handheld or launched via a 12ga/37mm/40mm launcher platforms. **(No Cost)**

10. 37mm Kinetic Impact Munitions: These are kinetic impact rounds, like the 12 ga "Bean bag" LL rounds but sized for the 37mm launcher (See item#3). The rounds currently maintained by the SBCSO are very old (1970 era) and un-suitable to be used in the field. These rounds are retained for training purposes. However, it would be advantageous for the SBCSO to have a small supply of modern 37mm LL "Sponge" or "Foam" type rounds

available for LL applications, similar to the role of the 12ga LL rounds, to be used as needed and appropriate. **(No Cost)**

11. Machine gun/ Machine Pistol (RPB Inc SM11-A1 .380 ACP): This weapon, (Commonly referred to in pop-culture as a "Mac 10 style gun) is classified as a "Machine gun" under state and federal law. It is a retained weapon, from evidence, and is not for field use. This weapon is retained by the SBCSO as a training aid only, for the purpose of training Deputies on recognizing machine guns in the field. **(No Cost)**

12 &13. Various assorted weapons which meet California's current definition of an "Assault Weapon": These include a variety of training aid firearms, which are not intended for use in the field, but are used to train deputies on recognizing potentially illegal firearms. However, may of these weapons are designated for field use. These would include short barreled (Less than 16in) AR type rifles (SBRs). These SBRs are frequently (Though not exclusively) issued to administrative, Detective and special assignment staff, as they are more portable, or otherwise better suited for the needs of these assignments. Also included in this list are higher caliber AR10 style/ variant patrol riles. These are issued with magnified optics and designed for a greater level of presession then general patrol rifles. These rifles are intended for uses of lethal force where greater precision may be needed to reduce the risk of the public, victims, and Deputies. **(Range Budget)**

14. MRAP: The MRAP is used and will be used during High-Risk Incidents, Barricaded Suspects, Hostage Rescue, Active Shooter Responses, Civilian Evacuations, and Officer Down/ Citizen Rescues. **(No Cost)**

15. Peacekeeper: Is used and will be used during High-Risk Incidents, Barricaded Suspects, Hostage Rescue, Active Shooter Responses, Civilian Evacuations, and Officer Down/ Citizen Rescues. **(No Cost)**

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

Item Number: 3.2

MEETING DATE: **05/09/2023**

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

AGENDA ITEM PREPARER: Barbara Thompson

DEPT HEAD/DIRECTOR: Abraham Prado

SUBJECT:

RESOURCE MANAGEMENT AGENCY - A. PRADO PLANNING AND BUILDING DIRECTOR
(To Be Heard at 1:30 p.m. or soon thereafter as the matter may be heard)
Approval of an ordinance to amend the County's Code Chapter 21 of Articles I and II of the San Benito County, CA Code of Ordinances to adopt the 2022 California Building Codes, the 2021 International Property Maintenance, 2021 IAPMO Uniform Swimming Pool & Spa, and 2022 California Fire Code with local amendments. Title of the Ordinance is "An Ordinance Amending Title 21 of the San Benito County Code and Adopting By Reference the California Code of Regulations Title 24, 2022 Edition, of the California Building Standards Code, 2021 International Codes, International Association of Plumbing and Mechanical Officials Codes"
SBC FILE NUMBER:790
ORDINANCE NO. 1054

AGENDA SECTION:

PUBLIC HEARING

BACKGROUND/SUMMARY:

The State mandates that the building and construction codes are updated every three years in all cities and counties throughout the state, known as the tri-annual update. The State published the 2022 California Building Standards Code on July 1, 2022, which became effective statewide on January 1, 2023. The County adopts the California Building Standards Code by amending the County's Code (Chapter 21). Staff is recommending that the BOS approve, the Ordinance to amend Chapter 21 of Articles I and II of the San Benito County, CA Code of Ordinances to adopt the 2022 California Building Codes, the 2021 International Property Maintenance, 2021 IAPMO Uniform Swimming Pool Spa & Hot

tub Code & 2022 California Fire Code with local amendments. The State's Health and Safety Code mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (Title 24 California Code of Regulations) every three years. The 2022 California Building Standards Code includes the following 12 codes:

Administrative	Energy
Building	Existing Building
Residential	Fire
Electrical	Green Building
Mechanical	Historical Building
Plumbing	Reference Standards

In addition to adopting the 2022 California Building Standards Code, the staff is recommending the BOS adopt the 2021 International Property Maintenance Code to replace the currently adopted 2018 version & adopt the 2021 Uniform Swimming Pool Spa Hot Tub Code as published by IAMO as a stand along-alone document to replace the currently adopted 2018 version. These codes are not part of the mandatory 2022 California Building Standards Code but are beneficial in addressing code enforcement issues related to property management & pool construction.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

Yes

CONTRACT NEEDED FOR THIS ITEM:

No

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

Yes

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

No

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

No

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

No

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Staff is recommending the BOS adopt the 2022 California Building Standards Code, in addition, we are recommending the BOS adopt the 2021 International Property Maintenance Code to replace the currently adopted 2018 version & adopt the 2021 Uniform Swimming Pool Spa Hot Tub Code as published by IAMO as a stand along-alone document to replace the currently adopted 2018 version. These codes are not part of the mandatory 2022 California Building Standards Code but are beneficial in addressing code enforcement issues related to property management & pool construction.

Recommended Action:
(1) Adopt Ordinance as presented; and (2) Authorize publication of display ad.

BOARD ACTION RESULTS:

Adopted Ordinance No.1054 per staff recommendation. (5/0 vote)

ATTACHMENTS:

Ordinance Amending Building Code
Updated Proof of publication
Proof of Publication 2.pdf
Proof of Publication.pdf
Second Publication for BOS April 25 meeting.pdf
Fully Executed Ordinance No. 1054 Amending Building Code

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 21 OF THE SAN BENITO COUNTY CODE AND ADOPTING BY REFERENCE THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2022 EDITION, OF THE CALIFORNIA BUILDING STANDARDS CODE, 2021 INTERNATIONAL CODES, INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS CODES

THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. The first paragraph of Section 21.01.001 Definitions is deleted in its entirety and replaced with the following new Section 21.01.001:

§ 21.01.001 DEFINTIONS.

For the purposes of the San Benito County Codes "SBCC", and unless otherwise defined later in these Titles, the following words and phrases shall have the meanings and duties respectively ascribed to them by this section and shall be applicable to all Titles contained in the San Benito County Code of Ordinances.

BUILDING DEPARTMENT. A division of the county's Planning and Building Department and the Office of the county's Building Official and the county's Building Inspector.

BUILDING OFFICIAL. The officer designated by the county's Board of Supervisors to enforce the county codes.

COMMERCIAL: Shall be defined as that which does not fall within the scope of the Residential definition contained later in this Section. All Commercial projects shall be subject to its respective occupancy classification and usage as contained in the most current International Building Code "IBC" or California Building Code," CBC", whichever is the most restrictive.

FEES: Pursuant to The California Code of Regulations, Title 24, Chapter I, Division I, Section §1.8.4.2, the County of San Benito may prescribe fees to defray the cost of enforcement of rules and regulations promulgated by the Department of Housing and Community Development. The amount of the fees shall not exceed the amount reasonably necessary to administer or process permits, certificates, forms, or other documents, or to defray the costs of enforcement. The San Benito County Master Fee Schedule is contained in Title 5 Chapter 5.01.000 of the SBCC and is applicable to all types of construction.

FIFTY PERCENT RULE: Where any additions, alterations, remodels, repairs, or construction similar in nature are more than 50% of the entire project or building, as determined by the Building Official, then the building shall be considered new. This may require additional fees, impact fees, code compliance with current codes, etc.

FIRE CHIEF. The Chief of the Hollister Fire Protection District, while the contract with the City remains in effect, or other designee named by the County.

FIRE SEPARATION DISTANCE: Fire Separation Distance is the distance from the finished wall surface to the property line.

GEOTECHNICAL: This means that which is related to the engineering of earth materials.

GEOTECHNICAL INVESTIGATIONS: Means in-situ testing, laboratory testing, or engineering calculation.

GEOTECHNICAL INVESTIGATIONS REQUIRED: Geotechnical investigations are required for all habitable structures more than 1,200 square feet and shall be conducted in accordance with Section 1803A.2 of the California Building Code and reported in accordance with Section 1803A.7. The classification and investigation of the soil shall be made under the responsible charge of a California registered geotechnical engineer. All recommendations contained in geotechnical and geohazard reports shall be subject to the approval of the enforcement agency. All reports shall be prepared and signed by a registered geotechnical engineer, a certified engineering geologist, and a registered geophysicist, where applicable.

GEOTECHNICAL INVESTIGATIONS NOT REQUIRED: Geotechnical reports are not required for:

1. one-story, wood-frame and light-steel-frame buildings of Type II or Type V construction and 4,000 square feet (371 m2) or less in floor area, not located within Earthquake Fault Zones or Seismic Hazard Zones as shown in the most recently published maps from the California Geological Survey (CGS) or in seismic hazard zones as defined in the Safety Element of the local General Plan. Allowable foundation and lateral soil pressure values may be determined from Table 1806A.2. Agricultural buildings are exempt from up to 10,000 square feet.
2. A previous report for a specific site may be resubmitted, provided that a reevaluation is made, and the report is found to be currently appropriate, and
3. Agriculture structures/buildings in agriculture zoning.

HIGHWAYS. The whole of all public ways, roads, alleys, courts and streets, and sidewalks between the property lines forming the exterior lateral boundaries thereof, and those parts of public squares and places which form traveled parts of highways.

HOURS OF CONSTRUCTION: Shall be defined as during the day, namely during the hours of 7:00 a.m. to 10:00 p.m. Monday – Saturday, no Sundays or National Holidays. See SBCC § 19.39.10 for times.

INSPECTIONS: All work shall be complete prior to scheduling the inspection. Inspections shall be scheduled with the RMA a minimum of 24 hours prior to the requested inspection. A qualified person shall remain on-site to meet the inspector with the approved plans, specifications, and permit. Roofing and Photovoltaic inspections are to have an OSHA-approved ladder secured to the building at the time of the inspection. Electrical inspections shall be conducted with qualified personnel, and the panel enclosures, junction boxes, and related electrical components shall be accessible/open at the time of the inspection.

NEW CONSTRUCTION: This means the construction of a residence or structure which is built on a previously undeveloped site/parcel of a previously razed structure with no remnants of the prior structure or physical connection to existing structures or outbuildings on the respective property. (See also Fifty Percent Rule).

OFFICIAL TIME. Whenever certain hours are named herein, they shall mean Pacific Standard Time or Daylight-Saving Time as may be in current use in the county.

PERMIT: An official document or certificate issued by the Building Official that authorizes the performance of a specified activity.

PERMIT REQUIRED: Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit. A written construction permit shall be obtained from the enforcing
agency prior to the erection, construction, reconstruction, installation, moving, or alteration of any building or structure.

REMODEL: Means to change, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, and/or plumbing system.

EXCEPTION: If more than 50% of the existing structure or its components are remodeled, altered, repaired, enlarged, converted, or replaced the structure shall be deemed new and the entire structure shall be brought up to the current code. In the event, the 50% threshold is exceeded the scope shall be considered New Construction and shall be assessed for all fees, impact fees, etc., accordingly.

RESIDENTIAL: Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures may be designed and constructed in accordance with this code or the California Building Code, but not both, unless the proposed structure(s) or element(s) exceed the design limitations established in this code and the code user is specifically directed by this code to use the California Building Code. All other construction projects not meeting the above definition shall be subject to its own occupancy classification and usage and contained in the most current International Building Code "IBC" or California Building Code "CBC", whichever is the most restrictive.

SETBACK is the distance from the property line to the finished wall. At pre-pour foundation forms and footing inspection, the distance from the property line to the forms shall take this into account and the forms set further away accordingly to account for the finished wall surface.

Example: a 5' setback with a stucco exterior shall have the forms set at 5'- 1 ½" to allow for plywood backing and the thickness of the stucco.

SIDELINE of a road, roadway, or state highway is the edge of the travel way, as determined by the Building Official, such as, the painted fog line, edge of pavement, curb and gutter, or similar conditions.

SUBMITTAL DOCUMENTS: Shall be defined as those construction documents of which submittal is required by Resource Management Agency "RMA" in conjunction with all proposed site development, remodel, addition, renovation, improvement to existing structures and new residential development. Construction documents shall be drawn upon suitable material. Electronic media documents are required to be submitted where approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official.

SUBMITTAL DOCUMENTS REQUIRED: Submittal documents consisting of construction documents, and other data shall be submitted in two or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code.

WILDLAND URBAN INTERFACE: The area where new construction and wild undeveloped areas (Wildland) come together. The Building Official and/or the Fire Marshal shall be able to determine high hazard fire areas more restrictive than the state, and determine what materials, methods and assemblies shall be used for construction.

SECTION 2. Sections 21.01.021 (A) through (N), of the San Benito County Code are hereby repealed in their entirety and replaced with the new sections 21.01.021 (A) through (N), as follows:

"§ 21.01.021 ADOPTION OF 2022 CALIFORNIA BUILDING CODES, INTERNATIONAL AND UNIFORM CODES.

The following publications are hereby adopted by reference and incorporated in this code, except as expressly amended or superseded by the provisions of this article. Any subsequent errata or supplement published by the California Building Standards Commission are adopted.

A. California Administrative Code, 2022 Edition, Title 24, Part 1.

B. California Building Code, 2022 Edition, Title 24, Part 2, based on the 2021 International Building Code including, among the Appendices, Appendix Chapter C; (Group U-Agricultural Buildings), Appendix Chapter G; (Flood-Resistant construction) Appendix Chapter H; (signs), Appendix Chapter I; (Patio Covers), and Appendix Chapters J; (Grading), as published by the International

Code Council (ICC) as adopted and amended by the California Building Standards, California Code of Regulations.

C. California Electrical Code, 2022 Edition, Title 24, Part 3, based on the 2020 National Electric Code, as published by the National Fire Protection Association, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

D. California Mechanical Code, 2022 Edition, Title 24, Part 4, based on the 2021 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24, Part 4 of the California Code of Regulations.

E. California Plumbing Code, 2022 Edition, Title 24, Part 5, based on the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

F. California Residential Code, 2022 Edition, Title 24, Part 2.5, based on the 2021 International Residential Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations.

G. California Green Buildings Standards Code, 2022 Edition, Title 24, Part 11 (CALGreen), limited to the mandatory sections as adopted by the State of California.

H. California Energy Code, 2022 Edition, Title 24, Part 6, including Appendix.

I. California Historical Code, 2022 Edition, Title 24, Part 8 including Appendix.

J. California Existing Building Code, 2022 Edition, Title 24, Part 10, based on the 2021 International Existing Building Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations.

K. California Referenced Standards Code, 2022 Edition, Title 24, Part 12, including Appendix.

L. International Property Maintenance Code 2021 Edition as published by the International Code Council as a stand-alone document.

M. Uniform Swimming Pool, Spa & Hot Tub Code 2021 Edition as published by IAMO as a stand-alone document.

N. California Fire Code, 2022 Edition, Title 24, Part 9, adopted in its entirety with the appendices and amendments. The California Fire Code, 2022 Edition, based on the 2021 International Fire Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of

the California Code of Regulations are adopted by reference with the following amendments:

(1) 101.1 Title. These regulations shall be known as the Fire Code for the County of San Benito, hereinafter referred to as "Fire Code." The California Fire Code is amended as set forth herein by these local amendments.

(2) 101.2.1 Appendices. Provisions in all appendices to the 2022 California Fire Code are hereby adopted in their entirety and shall apply.

(3) 102.1 Construction and design provisions. The construction and design provisions of this Code shall apply to:

1. Structures, facilities and conditions arising after the adoption of this Code.
2. Existing structures, facilities and conditions not legally in existence at the time of adoption of this Code.
3. Existing structures, facilities and conditions when identified in specific Sections of this Code.
4. Existing structures, facilities and conditions, which, in the opinion of the Fire Code Official, constitute a distinct hazard to life and property.
5. Existing Structures Alterations and repairs.
    a. All new work performed in alterations and/or repairs to existing structures shall comply with the current provisions of this Chapter.
    b. When alterations and/or repairs result in the removal, alteration, modification, replacement and/or repair of fifty percent (50%) or more of the external walls of a building, or result in the removal, modification, replacement and/or repair of fifty percent (50%) or more of the existing internal structural and/or non-structural framework, independently or in combination thereof, within a five year period, the entire building shall be made to conform to the current provisions of this Chapter.
    c. Existing structures to which additions, alterations or repairs are made that are valued at an amount to exceed the Engineering News Record amount used for accessibility hardship determination.

    Calculations of linear wall measurements shall be shown on all plans submitted for building permits, on the cover page in the project description of said plans.

    The determination under this section of the requirement for upgrading any existing structure to full conformance with current provisions of this Chapter shall be at thesole discretion of the Fire Code Official.

(4) 103.0 Responsibility for enforcement.

A. 103.0.1 Within established fire protection districts and community services districts, responsibility for enforcement of this Code shall be under the direction of the Fire Chief within each district.

B. 103.0.2 In areas of Hollister outside incorporated cities or organized special districts or fire districts, responsibility for enforcement of this Code shall be under the direction of the Chief Building Official with Code Enforcement of the AHJ.

(5) 104.1.1 Police powers. The fire code official and his deputies shall have the powers of police officers in performing their duties under this Code. When requested to do so by the fire code official, the chief of police of the jurisdiction, or the Sheriff, as applicable, is authorized to assign such available law enforcement officers as necessary to assist the fire code official in enforcing the provisions of this Code**.**

(6) 105.5.0 Agricultural Explosive Devices. An operational permit is required for storage or use of any agricultural explosive device including "bird bombs".

(7) 112.2 Owner/occupant responsibility. Correction and abatement of all violations of this Code shall be the responsibility of the owner. If an occupant creates, or allows to be created, hzardous conditions in violation of this Code, the occupant may also be held responsible for the correction and abatement of such hazardous conditions.

(8) 112.4 Violation penalties. Persons who shall violate any provision of this Code or shall fail to comply with any of the requirements thereof or shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this Code, shall be guilty of an infraction, punishable by a fine, as set forth in this Code. Each day that a violation continues to exist shall be deemed a separate offense.

(9) 113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction as specified in Section 112.4 of this Code

(10) 202 Definitions

1. **ALL WEATHER SURFACE.** A hard paved road surface constructed to the minimum standards adopted by the jurisdiction.

2. **BRIDGE**. A structure to carry a roadway over a depression or obstacle.

3. **IDLE PALLET**. A pallet or similar product storage and/or lifting device not currently in use and empty of product.

(11) 503.2.6.1 Private bridge engineering. Every private bridge hereafter constructed shall meet the following engineering requirements:

1. The weight shall be designed for a minimum of HS-20 loading as prescribed by the AASHTO.
2. The unobstructed vertical clearance shall be not less than fifteen (15) feet clear.
3. The width shall be a minimum of twenty (20) feet clear. The Fire Code Official may

require additional width when the traffic flow may be restricted or reduce the width to a minimum of twelve (12) feet for Occupancy Group U or R-3 occupancies.

4. The maximum grade change of the approach to and from any private bridge shall not exceed eight percent for a minimum distance of ten (10) feet.

(12) 503.2.6.2 Private bridge certification. Every private bridge hereafter constructed shall be engineered by a licensed professional engineer knowledgeable and experienced in the engineering and design of bridges. Certification that the bridge complies with the design standards required by this Code and the identified standards, and that the bridge was constructed to those standards, shall be provided by the licensed engineer, in writing, to the Fire Code Official. Every private bridge, including existing and those constructed under this Code, shall be certified as to its maximum load limits every ten (10) years or whenever deemed necessary by the fire code official. Such recertification shall be by a licensed professional engineer knowledgeable and experienced in the engineering and design of bridges. All fees charged for the purpose of certification or recertification of private bridges shall be at the owner's expense.

(13) 503.2.7 Grade. The grade of fire apparatus access roads shall be no greater than fifteen (15) percent unless specifically approved by the Fire Code Official.

(14) 503.2.7.1 Paving. All fire apparatus access roads over eight (8) percent shall be paved with a minimum 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base. All fire apparatus access roads over fifteen (15) percent where approved shall be paved with perpendicularly grooved concrete.

(15) 503.7 Fire apparatus access road names. All fire apparatus access road names shall be issued or approved by the appropriate governmental agency.

(16) 506.1 Required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, the fire code official is authorized to require a key box or other approved emergency access device to be installed in an approved location. The key box or other approved emergency access device shall be of an approved type and shall contain keys or other information to gain necessary access as required by the fire code official. Where a key box is used, it shall be listed in accordance with UL 1037. This jurisdiction utilizes the KNOX Box Security Systems.

(17) 507.5.2 Inspection, testing and maintenance. Fire hydrant systems shall be subject to periodic tests as required by the Fire Code Official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations, and servicing shall comply with approved standards. When required by the Fire Code Official, hydrants shall be painted in accordance with the most current edition of NFPA 291.

(18) 605.3.1 Spark arresters.

(19) 605.3.1.1 An approved spark arrester shall be installed on all chimneys, incinerators, smokestacks or similar devices using solid fuel for conveying smoke or hot gases to the outer air.

(20) 605.3.1.2 Spark arresters shall have openings in accordance with Section 2113.9.2(3) of the California Building Code and Section 1003.9.2 of the California Residential Code with minimum openings of 3/8" and maximum openings of ½".

(21) 901.1.1 Responsibility. The owner of the protected premises shall be responsible for all fire protection systems within the protected premises, whether existing or installed under this code.

(22) 901.2.2 Additional documentation. Additional documentation as required by the Fire Code Official shall be provided to the Fire Code Official in an acceptable format.

(23) 901.4 Installation. Fire protection systems shall be maintained in accordance with the original installation standards for that system. All systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable standards.

(24) 901.4.8 Nonoperational equipment. Any fire protection equipment that is no longer in service shall be removed.

(25) 901.6.4 Qualifications of Inspection, Testing and Maintenance Personnel. All personnel performing any inspection, testing or maintenance of any fire protection system shall be qualified. Where such inspection, testing and maintenance is performed by an outside service company, the company shall be appropriately licensed by the California Contractors State License Board in accordance with the California Business & Professions Code or by the California State Fire Marshal.

(26) 901.6.5 Additional records. All documentation generated during any scheduled inspection or test of any fire protection system, whether required or voluntarily installed, shall be forwarded to the Fire Code Official within fifteen (15) calendar days after the date of the inspection or test.

(27) 901.11 Fire Protection Features for Plant Processing and Extraction Facilities

1. **901.11.1 Scope.** This section applies to occupancies regulated by Chapter 39 of this Code.

2. **901.11.2 Definitions.**

    a. **901.11.2.1 Plant processing**. Plant processing shall include all plant post-harvest operations, excluding retail sales of plant and related products.

    b. **901.11.2.2 Indoor cultivation**. Indoor cultivation shall be defined as all nursery or cultivation conducted in other than Group U occupancies (greenhouses).

3. 901.11.3 Fire Protection Systems. All buildings or portions thereof housing plant post-harvest or indoor cultivation operations shall be protected as defined in this section.

4. 901.11.3.1 Fire Sprinklers. Fire sprinklers shall be installed in accordance with

901.11.3.1.1, 901.11.3.1.2, or 901.11.3.1.3

5. 901.11.3.1.1 Fire sprinklers shall be installed in all buildings or portions thereof; such fire sprinkler systems shall be designed to Ordinary Group II design standards in the latest adopted edition of NFPA 13 and Section 903 of this code.

6. 901.11.3.1.2 If the occupancy is classified as a Group H Occupancy the fire sprinkler system may be required to be designed and installed as an Extra Hazard fire sprinkler system

7. 901.11.3.1.3 Where permitted by the fire code official and not otherwise required by this code or the CBC, fire sprinklers may be eliminated in approved buildings less than 500 square feet.

8. 901.11.3.2 Fire Alarm Systems. Fire alarm systems shall be installed in all buildings or portions thereof; such fire alarm systems shall include both fire sprinkler system monitoring and complete occupant notification as specified in the latest adopted edition of NFPA 72 and Section 907 of this code.

9. 901.11.3.3 Special Hazard Systems. Where specified by appropriate UL listings for extraction booths utilizing volatile solvents, dry chemical fire protection systems shall be installed according to the latest adopted edition of NFPA 17. If there is no UL listing for the extraction booth, a dry chemical fire protection system shall be installed.

10. 901.11.3.4 Portable Fire Extinguishers. Portable fire extinguishers shall be installed in accordance with NFPA 10 and Section 906 of this code.

(28) 903.2 Where required. Approved automatic sprinkler systems shall be provided in all new buildings and structures constructed, moved into or relocated within the jurisdiction.

Exceptions:

(1) Structures not classified as Group R occupancies and not more than five hundred (500) square feet in total floor area.
(2) Detached agricultural buildings, as defined by this code and the CBC, located at least one hundred feet (100) from any other structure or the property line, whichever is closer.
(3) Accessory structures not classified as R occupancies associated with existing non-sprinklered R-3 occupancies (one- or two-family dwellings) and less than one thousand five hundred (1500) square feet in total fire area.
(4) Where an insufficient water supply exists to provide for an automatic fire sprinkler system and where the Fire Code Official permits alternate protection.

(29) The following Sections are amended by changing requirements to five hundred (500) square feet for fire sprinkler installation, as follows (the complete text of the section is not provided):

903.2.1.1 Group A-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.1.2 Group A-2. Change five thousand (5,000) square feet to five hundred (500) square feet.
903.2.1.3 Group A-3. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.1.4 Group A-4. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.1.5 Group A-5. Change one thousand (1,000) square feet to five hundred (500) square feet.
903.2.3 Group E. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.4 Group F-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.4.1 Group F-1. Change two thousand five hundred (2,500) square feet for woodworking operations to five hundred (500) square feet.
903.2.7-1 Group M. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.7-3 Group M. Change twenty-four thousand (24,000) square feet to five hundred (500) square feet.
903.2.9 Group S-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.9.1 Repair Garages. Change ten thousand (10,000) square feet (2 story buildings) and twelve thousand (12,000) square feet (1 story buildings) to five hundred (500) square feet.
903.2.9.2 Bulk storage of tires. Change twenty thousand (20,000) cubic feet to five hundred (500) square feet.

(30) 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided in all buildings with a Group R fire area, including, but not limited to, one- and two-family dwellings, townhomes, and manufactured homes and mobile homes located outside of licensed mobile home parks hereafter constructed, moved into or relocated within the jurisdiction, including all additions to buildings already equipped with automatic fire sprinkler systems. (Exceptions remain per 2022 California Fire Code)

(31) 903.3.1.1.1 - Elevators. Automatic fire sprinklers shall not be installed at the top of passenger elevator shafts or associated passenger elevator mechanical rooms, where elevator shafts are constructed with a 2–hour fire resistive method.

(32) Section 903.3.1.1.2 of the California Fire Code is deleted.

(33) 903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies up to and including four stories in height shall be permitted to be installed throughout in accordance with NFPA 13R as amended in this Code, including in Chapter 47.

(34) 903.3.1.2.1 Balconies and decks. Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units were the building is of Type V construction, provided there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch to 6 inches below the structural members and a maximum distance of fourteen (14) inches below the deck of the exterior balconies and decks that are constructed of open wood joist construction.

(35) 903.3.1.2.3 Attics. Where NFPA 13R sprinkler systems are installed, all attic areas shall be provided with sprinkler protection in accordance with NFPA 13.

(36) 903.3.1.2.4 Sprinkler control valves. Where NFPA 13R sprinkler systems are installed, sprinkler system control valves shall be installed in accordance with NFPA 13.

(37) 903.3.1.2.5 Bathrooms. Automatic sprinklers shall be installed in all bathrooms, regardless of square footage, where an electrical receptacle is installed.

(38) 903.3.1.2.6 Accessible storage areas. Automatic sprinklers shall be installed in all accessible storage areas.

(39) 903.3.1.2.7 Under-stair spaces. Automatic sprinklers shall be installed in all under-stair spaces including all under-stair closets.

(40) 903.3.1.3 NFPA 13D sprinkler systems. Automatic fire sprinkler systems installed in one and two-family dwellings, Group R-3 and R-4 congregate living facilities and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D. The requirements of this section supersede the requirements of the California Residential Code.

(41) 903.3.1.3.1 All fire sprinkler systems installed in one- and two-family dwellings shall be tested for leakage by undergoing a hydrostatic test made at 200 psi for two-hour duration.

(42) 903.3.1.3.2 Each water system supplying both domestic and fire protection systems shall have a single indicating-type control valve, arranged to shut off both the domestic and sprinkler systems. A separate shut-off valve for the domestic system only shall be permitted to be installed. The location of the control valve shall be approved by the Fire Code Official.

(43) 903.3.1.3.4 Automatic sprinklers shall be installed in all attached garages and other accessory structures.

(44) 903.3.1.3.5 Automatic sprinklers shall be installed in all accessible storage areas.

(45) 903.3.1.3.5.1 Automatic sprinklers shall be installed in all under-stair spaces including all closets.

(46) 903.3.1.3.6 Local water flow alarms shall be provided on all sprinkler systems. Local water flow alarms shall be powered from the main kitchen refrigerator circuit. The local water flow alarm shall be clearly audible from within the master bedroom at an audibility level of not less than 75 dBa. Where no kitchen exists in the building, the water flow alarm shall be powered from the

bathroom lighting circuit. As required by the fire code official, interior audible notification appliances or additional water flow alarms are required to be installed at locations specified by the fire code official.

(47) 903.3.1.3.7 Automatic fire sprinklers shall be installed to protect all furnaces and heating system appliances.

(48) 903.3.1.3.8 A passive purge shall be installed in the master bathroom if served by a public water system per local water purveyor. A placard must be posted adjacent to the fire sprinkler riser.

(49) 903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, remote supervising station or proprietary supervising station as defined in NFPA 72, or, when approved by the Fire Code Official, shall sound an audible signal at a constantly attended location. The fire alarm system installed to transmit such signals shall be considered a building fire alarm system.

(Exceptions remain unchanged)

(50) 903.4.2 Alarms. One exterior approved audible appliance shall be connected to every automatic sprinkler system in an approved location. Sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a building fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required by Section 903.4.2.1.

(51) 903.4.2.1 Where an automatic fire sprinkler system is installed in a building with more than one tenant or with over one hundred (100) sprinkler heads, audible and visible notification appliances shall be installed throughout the building as follows:

a. Audible notification appliances shall be installed so as to be audible at fifteen (15) dBa above average sound pressure level throughout the building.
b. Visible notification appliances shall be installed in all public and common use areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.
c. Visible notification appliances can be eliminated in normally unoccupied portions of buildings where permitted by the Fire Code Official.

***EXCEPTION*:** The requirements of this section do not apply to Group R-3 Occupancies.

(52) 903.4.3 Floor control valves. Approved indicating control valves and water flow switches shall be provided at the point of connection to the riser on each floor in all buildings over one story in height and shall be individually annunciated as approved by the Fire Code Official.

(53) 904.13.2 System interconnection. The actuation of the fire extinguishing system shall automatically shut down all fuel and electrical power located under the hood, except for the electrical power to the exhaust air supply. The fuel and electrical supply reset shall be manual.

(54) 904.13.5.2 Extinguishing system service. Automatic fire extinguishing systems shall be serviced by a CSLB licensed C-16 contractor or a CSFM licensed "A" licensee at least every six months and after any activation of the system. Inspection shall be performed by the owner at least monthly in accordance with the currently adopted edition of NFPA 17-A. The service contractor shall review the records of monthly inspections every six months, and deficiencies shall be reported to the fire code official. A service report shall be forwarded to the fire code official by the licensed service contractor within 15 days after every service on the appropriate AES form.

(55) 907.1.6 Multiple Fire Alarm Systems. Multiple fire alarm systems within a single protected premise are not permitted, unless specifically authorized by the Fire Code Official.

(56) 907.2 Exception 1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control.

(57) 907.6.5 Access. Access shall be provided to each fire alarm system component for periodic inspection, maintenance, and testing.

(58) 907.6.6.5 Zone transmittal. Where required by the fire code official, fire alarm signals shall be transmitted by zone to the supervising station and retransmitted by zone to the public fire service communications center.

(59) 907.6.6 Monitoring. Fire alarm systems, whether required by this Chapter or the California Building Code or voluntarily installed, shall be monitored by an approved supervising station in accordance with NFPA 72 and this Section.

(60) 907.6.6.6 Means of communication. The use of either POTS or cable telephone lines with a digital alarm communicator transmitter shall not be permitted.

EXCEPTION. Where no other communications methods are available, the use of telephone lines shall be permitted to be used on a temporary basis not to exceed one year from the date of final acceptance test or until permitted alternate means of communications are available.

(61) 907.7.2 Completion documents. The following documentation shall be provided at the time of acceptance testing for all fire alarm system installations:

1. A record of completion in accordance with NFPA 72.
2. A contractor's statement verifying that the system has been installed in accordance with the approved plans and specifications and has been 100% tested in accordance with NFPA 72.
3. A contractor's affidavit of personnel qualifications, indicating that all personnel involved with the installation of the fire alarm system meet the qualification requirements of the Fire Code Official.

(62) 1205.1.1 Signing and Marking. In addition to signing and marking requirements of the California Building Code and the California Residential Code, the following signing and marking is required:

(63) 1205.1.1.1 Main Panel Exterior Marking. A placard is required to be permanently affixed to the main service disconnect panel. The placard shall be red in color with white capital letters at least 1/2" in height and in a non-serif font, to read "SOLAR DISCONNECT INSIDE PANEL." The placard shall be constructed of weather-resistant, durable plastic with engraved letters, or other approved material.

(64) 1205.1.1.2 Circuit Disconnecting Means Marking. A permanent label is to be affixed adjacent to the circuit breaker controlling the inverter or other photovoltaic system electrical controller. The label shall have contrasting color capital letters at least 3/8" in height and in a non—serif font, to read "SOLAR DISCONNECT." The label shall be constructed of durable adhesive material or other approved material.

(65) 1205.1.1.3 Secondary Power Sources. Where photovoltaic systems are interconnected to battery systems, generator backup systems, or other secondary power systems, additional signage acceptable to the fire code official shall be required indicating the location of the secondary power source shutoff switch.

(66) 1205.1.1.4 Installer Information. Signage acceptable to the fire code official indicating the name and emergency telephone number of the installing contractor shall be required to be installed adjacent to the main disconnect.

(67) Section 1205.2.1, Exceptions 1 and 2 of the California Fire Code are deleted in their entirety.

(68) 1205.2.1.4 Hip and Valley Layout. Modules shall be located no closer than one and one-half feet (1-1/2') to a hip or valley if modules are to be placed on both sides of a hip or valley. Where modules are located on only one side of a hip or valley that is of equal length, the modules shall be permitted to be placed directly adjacent to the hip or valley.

(69) 1206.15 Signage acceptable to the fire code official shall be required indicating the location of the stationary fuel cell power system.

(70) 3905.3. Fire Protection Systems. Fire protection systems in occupancies regulated by this chapter shall be in accordance with Section 901.11 of this Code.

(71) D103.2 Grade. Fire apparatus access roads shall not exceed fifteen (15) percent in grade with a maximum side slope of five (5) percent.

***EXCEPTION*:** Grades steeper than fifteen (15) percent, if approved by the Fire Code Official, shall be paved with perpendicularly grooved concrete.

APPENDIX Q: STANDARD FIRE CONDITIONS FOR SINGLE FAMILY DWELLINGS
SECTION Q101 GENERAL

(72) Q101.1 Scope. Applications for the construction or remodel of single-family dwellings, including one- and two-family dwellings, townhomes, modular and manufactured homes, and

mobile homes outside of established mobile home parks, shall be subject to the fire conditions in this appendix when conditioned by the Fire Code Official.

(73) Q101.2 Conflicting sections. Where provisions in this appendix conflict with other sections of this Code or other appendices, the provisions of this appendix shall prevail unless otherwise directed by the Fire Code Official.

SECTION Q102 ROADS

(74) Q102.1 General. These conditions will be used primarily when conditioning a subdivision or other project that requires roads. Roads identified in this Section are vehicular access to more than two (2) parcels; more than four (4) residential units; or access to any industrial or commercial occupancy. Includes public and private streets and lanes.

(75) Q102.2 Road access. (FIRE 001). Access roads shall be required for every building when any portion of the exterior wall of the first story is located more than one hundred fifty (150) feet from fire department access. All roads shall be constructed to provide a minimum of two (2) ten (10) feet wide traffic lanes with an unobstructed vertical clearance of not less than fifteen (15) feet. The roadway surface shall provide unobstructed access to conventional drive vehicles including sedans and fire apparatus and shall be an all-weather surface designed to support the imposed load of fire apparatus (75,000 pounds). Each road shall have an approved name.

(76) Q102.3 Roadway engineering. (FIRE 002). The grade for all roads shall not exceed fifteen percent (15%) with a maximum side slope of five percent (5%). Where road grades are 8 percent (8%) or less, an all-weather aggregate base is required at a minimum or as required in other sections of the San Benito County Code. Where road grades exceed eight percent (8%), a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The length of vertical curves in roadways, exclusive of gutters, ditches and drainage structures designed to hold or divert water, shall not be less than one hundred (100) feet. No roadway turn shall have a horizontal inside radius of less than fifty (50) feet. A roadway turn radius of fifty (50) to one hundred (100) feet is required to have an additional four (4) feet of roadway surface. A roadway turn radius of one hundred (100) to two hundred (200) feet is required to have an additional two (2) feet of roadway surface. Roadway turnarounds shall be required on dead-end roads in excess of one hundred fifty (150) feet of surface length. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

(77) Q102.4 Dead end roads.

A. Q102.4.1 Parcels less than one acre. (FIRE 003). For parcels less than one acre, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed eight hundred (800) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have a turnaround constructed at its terminus. The minimum turning radius for a turnaround shall

be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

B. Q102.4.2 Parcels greater than one acre and not exceeding five acres (FIRE 004). For parcels greater than one acre and not exceeding five acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed one thousand three hundred twenty (1,320) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have a turnaround constructed at its terminus. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length

C. Q102.4.3 Parcels greater than five acres and not exceeding twenty (20) acres. (FIRE 005). For parcels greater than five acres and not exceeding twenty (20) acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed two thousand six hundred forty (2,640) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have turnarounds at its terminus and at no greater than one thousand three hundred twenty (1,320) foot intervals. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

D. Q102.4.4 Parcels greater than twenty (20) acres. (FIRE 006). For parcels greater than twenty (20) acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed five thousand two hundred eighty (5,280) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have turnarounds at its terminus and at no greater than one thousand three hundred twenty (1,320)-foot intervals. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

(78) SECTION Q103 DRIVEWAYS, GATES, AND BRIDGES

A. Q103.1 Driveways. (FIRE 007). Driveway identified in this Section is defined as a vehicle access that serves up to two (2) parcels with no more than two (2) residential units and any number on non-commercial or industrial buildings on each parcel. Driveways shall not be less than twelve (12) feet wide traffic lane and minimum fourteen (14) feet wide unobstructed clearance, with an unobstructed vertical clearance of not less than fifteen (15) feet. The grade for all driveways shall not exceed fifteen percent (15%) with a maximum side slope of five percent (5%). Where driveway grades are eight percent (8%) or less, an

all-weather surface such as an aggregate base shall meet minimum fire requirements. Other types of material for driveways may be required by the Code. Where the grade exceeds eight percent (8%), a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The driveway surface shall be capable of supporting the imposed load of fire apparatus forty thousand (40,000) pounds, and be accessible by conventional-drive vehicles, including sedans. For driveways with turns ninety (90) degrees and less, the minimum horizontal inside radius of curvature shall be twenty-five (25) feet. For driveways with turns greater than ninety (90) degrees, the minimum horizontal inside radius curvature shall be twenty-eight (28) feet. For all driveway turns, an additional surface of four (4) feet shall be added. All driveways exceeding one hundred fifty (150) feet in length, but less than eight hundred (800) feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds eight hundred (800) feet, turnouts shall be provided at no greater than four hundred (400)-foot intervals. Turnouts shall be a minimum of twelve (12) feet wide and thirty (30) feet long with a minimum of twenty (25) foot taper at both ends. Turnarounds shall be required on driveways in excess of one hundred fifty (150) feet of surface length and shall be thirty (30) feet long with a minimum twenty-five (25) foot taper at both ends. Turnarounds shall be required on driveways in excess of one hundred fifty (150) feet of surface length and shall be located within fifty (50) feet of the primary building. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the driveway. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

B. Q103.2 Gates. (FIRE 008). All gates providing access from a road to a driveway shall be located at least thirty (30) feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Gate entrances shall be at least two (2) feet wider than the width of the traffic lane but in no case be less than fourteen (14) feet wide unobstructed and unobstructed vertical clearance of fifteen (15) feet. Where a one-way road with a single traffic lane provides access to a gated entrance, a forty (40) foot turning radius shall be used. Where gates are to be locked, the installation of a key box or other acceptable means for immediate access by emergency equipment may be required.

C. Q103.3 Bridges. (FIRE 009). All new and reconstructed bridges shall be at least the width of the roadbed and berms, but in no case less than twelve (12) feet wide. Bridge width on all roads exceeding tertiary standards shall not be less than the width of the two lanes with berms. All bridges shall be designed for HS15-44 loading and have guardrails. Appropriate signage, including but not limited to, weight ratings or vertical clearance limitations, and one-way road or single-lane road conditions, shall be provided at both entrances to any bridge. One-lane bridges may be permitted if there is unobstructed visibility across the entire bridge, and turnouts are provided at both bridge ends. The fire authority may impose more stringent requirements for bridges.

(79) SECTION Q104 SIGNS AND ADDRESSES

A. Q104.1 Road signs. (FIRE 010). All newly constructed or approved roads and streets shall be designated by names or numbers, posted on signs clearly visible and legible from the

roadway. Size of letters, numbers and symbols for street and road signs shall be a minimum four-inch letter height, ½-inch stroke, and shall be a color that is reflective and clearly contrasts with the background color of the sign. All numerals shall be Arabic. Street and road signs shall be non-combustible and shall be visible and legible from both directions of vehicle travel for a distance of at least one hundred (100) feet. Height, visibility, legibility, and orientation of street and road signs shall be meet the provisions of the jurisdiction. This section does not require any entity to rename or renumber existing roads or streets, nor shall a roadway providing access only to a single commercial or industrial occupancy require naming or numbering. Signs required under this section identifying intersecting roads, streets and private lanes shall be placed at the intersection of those roads, streets and/or private lanes. Signs identifying traffic access or flow limitations (i.e., weight or vertical clearance limitations, dead-end road, one-way road or single lane conditions, etc.) shall be placed: (a) at the intersection preceding the traffic access limitation; and (b) not more than one hundred (100) feet before such traffic access limitation. Road, street and private lane signs required by this article shall be installed prior to final acceptance of road improvements by the Fire Code Official.

B. Q104.2 Addresses for buildings. (FIRE 011). All buildings shall be issued an address in accordance with jurisdictional requirements. Each occupancy, including detached accessory dwelling units (ADU), except accessory buildings, shall have its own permanently posted address. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. Letters, numbers and symbols for addresses shall be a minimum of four-inch (4") height, 1/2-inch stroke, contrasting with the background color of the sign, and shall be Arabic. Commercial Occupancy shall have a minimum of 18 inch to 24 inch sized address numbers located at the top corner of the building on approval from the fire official. The sign and numbers shall be reflective and made of a noncombustible material. Address signs shall be placed at each driveway entrance and at each driveway split. Address signs shall be and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter. Address signs along one-way roads shall be visible from both directions of travel. Where multiple addresses are required at a single driveway, they shall be mounted on a single sign. Where a roadway provides access solely to a single commercial occupancy, the address sign shall be placed at the nearest road intersection providing access to that site. Permanent address numbers shall be posted prior to requesting final clearance.

(80) SECTION Q105 WATER SUPPLY

A. Q105.1 Water systems. (FIRE 012). The provisions of this condition shall apply when new parcels are approved by a local jurisdiction. The emergency water system shall be available on-site prior to the completion of road construction, where a community water system is approved, or prior to the completion of building construction, where an individual system is approved. Approved water systems shall be installed and made serviceable prior to the time of construction. Water systems constructed, extended or modified to serve a new development, a change of use, or an intensification of use, shall be designed to meet, in addition to average daily demand, NFPA Standard 1142 or other adopted standards. The

quantity of water required pursuant to this chapter shall be in addition to the domestic demand and shall be permanently and immediately available.

B. Q105.2 (RESERVED) (FIRE 013).

C. Q105.3 Single parcel fire protection water supply. (FIRE 014). For development of structures totaling less than three thousand (3,000) square feet on a single parcel, the minimum fire protection water supply shall be four thousand nine hundred (4,900) gallons. For development of structures totaling three thousand (3,000) square feet or more on a single parcel, the minimum fire protection water supply shall be nine thousand eight hundred (9,800) gallons. For development of structures totaling more than ten thousand (10,000) square feet on a single parcel, the reviewing authority may require additional fire protection water supply. Other water supply alternatives, including ISO Rural Class 8 mobile water systems, may be permitted by the fire authority to provide for the same practical effect. The quantity of water required by this condition shall be in addition to the domestic demand and shall be permanently and immediately available.

D. Q105.4 Fire hydrants and valves. (FIRE 015). A fire hydrant or fire valve is required. The hydrant or fire valve shall be eighteen (18) inches above grade, eight feet from flammable vegetation, no closer than four feet nor further than twelve (12) feet from a roadway, and in a location where fire apparatus using it will not block the roadway. The hydrant serving any building shall be not less than fifty (50) feet and not more than one thousand (1,000) feet by road from the building it is to serve. Minimum hydrant standards shall include a brass head and valve with at least one 2 1/2-inch National Hose outlet supplied by a minimum four inch main and riser. More restrictive hydrant requirements may be applied by the Reviewing Authority. Each hydrant/valve shall be identified with a reflectorized blue marker, with minimum dimensions of three inches, located on the driveway address sign, non-combustible post or fire hydrant riser. If used, the post shall be within three feet of the hydrant/valve, with the blue marker not less than three feet or greater than five feet above the ground, visible from the driveway. On paved roads or driveways, reflectorized blue markers shall be permitted to be installed in accordance with the State Fire Marshal's Guidelines for Fire Hydrant Markings Along State Highways and Freeways, May 1988.

(81) SECTION Q106 SETBACKS

A. Q106.1 Setbacks. (FIRE 016). Except as permitted by the fire code official, all parcels one acre and larger shall provide a minimum thirty (30) foot setback for new buildings and accessory buildings from all property lines and/or the center of the road. For parcels less than one-acre, alternate fuel modification standards or other requirements may be imposed by the Fire Code Official to provide the same practical effect.

(82) SECTION Q107 VEGETATION AND DEBRIS DISPOSAL

A. Q107.1 Disposition of vegetation and debris fuels. (FIRE 017). Disposal, including chipping, burying, or removal to a landfill site approved by the local jurisdiction, of

vegetation and debris caused by site development and construction, road and driveway construction, and fuel modification shall be completed prior to final clearance of the related permit.

(83) SECTION Q108 GREENBELTS

A. Q108.1 Greenbelts. (FIRE 018). Subdivisions and other developments, which propose greenbelts as a part of the development plan, shall locate said greenbelts strategically as a separation between wild land fuels and structures. The locations shall be approved by the Fire Code Official.

(84) SECTION Q109 DEFENSIBLE SPACE

A. Q109.1 Standard defensible space requirements. (FIRE 019). Defensible space requirements shall meet Section 4291 of the Public Resources Code or the Code, whichever is more restrictive. Additional or alternate fire protection approved by the Fire Code Official may be required to provide reasonable fire safety. Environmentally sensitive areas may require alternative fire protection, to be determined by the Fire Code Official and other jurisdictional authorities.

B. Q109.2 (RESERVED) (FIRE 020).

(85) SECTION Q110 FIRE PROTECTION SYSTEMS

A. Q110.1 Residential fire sprinkler systems (Standard). (FIRE 021). The building(s) and attached structure(s) shall be fully protected with automatic fire sprinkler system(s). Installation shall be in accordance with the applicable NFPA standard. A minimum of four sets of plans for fire sprinkler systems must be submitted by a California licensed C-16 contractor and approved prior to installation. This requirement is not intended to delay issuance of a building permit. A rough sprinkler inspection must be scheduled by the installing contractor and completed prior to requesting a framing inspection.

B. Q110.2 (RESERVED) (FIRE 022).

C. Q110.3 (RESERVED) (FIRE 023).

D. Q110.4 Residential fire alarm systems. (FIRE 024). The residence shall be fully protected with an approved household fire warning system as defined by NFPA 72. Plans and specifications for the household fire warning system shall be submitted by a California licensed C-10 contractor and approved prior to installation. Household fire warning systems installed in lieu of single-station smoke alarms required by the California Residential Code shall meet the requirements of the California Residential Code.

E. Q110.5 (RESERVED) (FIRE 025).

(86) APPENDIX R: ROOFS

A. SECTION R101 GENERAL

1. **R101.1 Scope.** Applications for the construction or remodel of any buildings shall be subject to the roofing conditions of this Appendix when conditioned by the Fire Code Official.

2. **R101.2 Conflicting Sections**. Where provisions in this Appendix conflict with other sections of this Code or other appendices, the provisions of this Appendix shall prevail unless otherwise directed by the Fire Code Official.

B. SECTION R102 NEW BUILDINGS

1. **R102.1 General. (FIRE 026).** Roofing requirements for all new buildings shall be a minimum Class "B" roof assembly as defined by the California Building Code.
EXCEPTION: Greenhouses shall be exempt from the requirements of this Section.

2. **R102.2 Very High Hazard Severity Zones. (FIRE 027).** Roofing requirements for all new buildings in Very High Hazard Severity Zones shall be a minimum Class "A" roof assembly as defined by the California Building Code.

3. **R102.3 Reserved SBCO EXLUDED**

C. SECTION R103 EXISTING BUILDINGS

1. **R103.1 General. (FIRE 026).** Roofing requirements for existing buildings when fifty percent (50%) or more of the roof area is reroofed within a one-year period after the issuance of a building permit shall be a minimum Class "B" roof assembly as defined by the California Building Code. Where there is no permit issued, this section is applicable to buildings constructed after the effective date of this code and to buildings where fifty percent (50%) or more of the roof area is reroofed within a one-year period after commencing construction.

2. **R103.2 Very High Hazard Severity Zone. (FIRE 027).** Roofing requirements for existing buildings within a very high hazard severity zone when fifty percent (50%) or more of the roof area is reroofed within a one-year period after the issuance of a building permit shall be a minimum Class "A" roof assembly as defined by the California Building Code. Where there is no permit issued, this Section is applicable to such buildings constructed after the effective date of this code and to buildings where fifty percent (50%) or more of the roof area is reroofed within a one-year period after commencing construction.

3. **R103.3 RESERVED SBCO EXCLUDED**

D. SECTION R104 ADDITIONS TO EXISTING BUILDINGS

1. **R104.1 General.** The requirements of this Appendix shall apply to all additions to existing buildings, except that only the new portions of the roof shall be required to meet the requirements of this Appendix.

SECTION 2. Climatic Findings. San Benito County consists of large areas of grass land and oak woodlands. Due to climate change these areas of combustible materials are more susceptible to fire. California has experienced conflagrations due to these types of fires. San Benito County experienced the New Idria fire during the summer of 2019. Therefore, fire code amendments more restrictive than the 2022 Fire Code are warranted.

SECTION 3. References in County forms, documents and regulations to the former adopted Title 21 of the San Benito County Code, shall be construed to apply to the most current and adopted corresponding provisions contained within Title 21 of the San Benito County Code. Any other ordinances or parts of ordinances in conflict herewith are hereby superseded and expressly repealed.

SECTION 4. Severability
If any section, subsection, sentence, clause, portion, or phrase of this ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

SECTION 5. Codification/Captions/Effective Date:
Section 1 of this ordinance shall be codified. The titles and headings of this ordinance and the sections hereunder are not part of this ordinance and shall have no effect upon the construction or interpretation of any part thereof.

SECTION 6. This ordinance shall take effect 30 days from and after the date of its passage and before the expiration of 15 days after its passage it shall be published once or a summary or a display ad shall be published, with the members voting for and against the same, in the Hollister Free Lance, a newspaper published in the County of San Benito, State of California in accordance with Government Code section 25124(b)(1).

[Continued on following page]

PASSED AND ADOPTED by the Board of Supervisors of the County of San Benito, State of California, on this 9th day of May, 2023, by the following vote:

AYES: Supervisor(s)

NOES: Supervisor(s)

ABSENT OR NOT VOTING:

By:_____
Mindy Sotelo,
Chair, Board of Supervisors

ATTEST:
Vanessa Delgado, Clerk of the Board

By: _____
Clerk of the Board

APPROVED AS TO LEGAL FORM:
Barbara J. Thompson, County Counsel

By:_____
Joel Ellinwood, Assistant County Counsel

Board of Supervisors of the County of San Benito

PRE-ADOPTION SUMMARY OF PROPOSED ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO AMENDING CHAPTER 21 ARTICLE I & II OF THE SAN BENITO COUNTY, CA CODE OF ORDINANCE TO ADOPT THE 2022 CALIFORNIA BUILDING CODES, THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC), 2021 INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIAL (IAPMO) UNIFORM SWIMMING POOL SPA & HOT TUB CODE & 2022 CALIFORNIA FIRE CODE WITH LOCAL AMENDMENTS.

On March 28, 2022, at 1:30 PM soon thereafter, the Board of Supervisors of the County of San Benito will consider the proposed ordinance that will amend Chapter 21 Article I and II of the San Benito County, CA code of Ordinances to adopt the 2022 California Building Codes, the 2021 International Property Maintenance Code (IPMC), 2021 International Association of Plumbing and Mechanical Official (IAPMO) Uniform Swimming pool Spa and Hot tub Code and 2022 California Fire Code with local amendments.

Pursuant to the authority of the July 27, 2004, order of the Board of Supervisors and Government Code § 25124, the County Counsel has concluded that the ordinance is of such a length and content that a complete copy of the ordinance would not be practical to publish in the official newspaper. Accordingly, a summary has been prepared as follows:

Summary of Proposed Ordinance

On March 28, 2022, at its regularly scheduled meeting, the San Benito County Board of Supervisors will consider the adoption of a proposed ordinance amending Chapter 21 Articles I and II "Building Regulations," of Title 21 "Building and Engineering" of the San Benito County Code.

The proposed ordinance will update The County of San Benito California Building Codes and related building standards. The California Building Standards Commission (BSC), an entity within the California Consumer Services Agency, develops the California Building Standards Code known as the California Code of Regulations (CCR) Title 24. The State mandates that the building and construction codes are updated every three years in all cities and counties throughout the state, known as the tri-annual update. The State published the 2022 California Building Standards Code on July 1, 2022, which became effective statewide on January 1, 2023.

Adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) per CEQA guidelines sections §15061(b)(3) because it can be seen with certainty that the proposed ordinance will have no significant negative impact on the environment.

A copy of the full text of the proposed ordinance is available to the public upon request from the Clerk of the Board of Supervisors, County Administrative Building, 481 Fourth Street, Hollister, CA, 95023, and is posted on the County's internet website. Please refer to the ordinance for additional details.

Date: March 3, 2023

TO BE PUBLISHED: March 24, 2023, ~ Hollister Free Lance (Pub HF 3/24)

Board of Supervisors of the County of San Benito

PRE-ADOPTION SUMMARY OF PROPOSED ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO AMENDING CHAPTER 21 ARTICLE I & II OF THE SAN BENITO COUNTY, CA CODE OF ORDINANCE TO ADOPT THE 2022 CALIFORNIA BUILDING CODES, THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC), 2021 INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIAL (IAPMO) UNIFORM SWIMMING POOL SPA & HOT TUB CODE & 2022 CALIFORNIA FIRE CODE WITH LOCAL AMENDMENTS.

On March 28, 2022, at 9:00 A.M soon thereafter, the Board of Supervisors of the County of San Benito will consider the proposed ordinance that will amend Chapter 21 Article I and II of the San Benito County, CA code of Ordinances to adopt the 2022 California Building Codes, the 2021 International Property Maintenance Code (IPMC), 2021 International Association of Plumbing and Mechanical Official (IAPMO) Uniform Swimming pool Spa and Hot tub Code and 2022 California Fire Code with local amendments.

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Date: March 3, 2023

TO BE PUBLISHED: March 10, 2023, ~ Hollister Free Lance (Pub HF 3/10)

PROOF OF PUBLICATION
(2015.5 C.C.P.)
STATE OF CALIFORNIA
County of San Benito

I am a resident of the State of California and over the age of eighteen years, and not a party to or interested in the above entitled matter.

I am the principal clerk of the publisher of the Free Lance, 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 date(s):

March 10, 2023.

I, under penalty of perjury, that the foregoing is true and correct. This declaration has been executed **on March 10, 2023.**

HOLLISTER FREE LANCE
615 San Benito Street, Suite 210
Hollister, CA 95023

/s/ Juliana B. Pulcrano /
Legal Publications Specialist
Hollister Free Lance,
Gilroy Dispatch, Morgan Hill Times

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Website: www.sanbenito.com

Board of Supervisors of the County of San Benito

PRE-ADOPTION SUMMARY OF PROPOSED ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO AMENDING CHAPTER 21 ARTICLE I & II OF THE SAN BENITO COUNTY, CA CODE OF ORDINANCE TO ADOPT THE 2022 CALIFORNIA BUILDING CODES, THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC), 2021 INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIAL (IAPMO) UNIFORM SWIMMING POOL SPA & HOT TUB CODE & 2022 CALIFORNIA FIRE CODE WITH LOCAL AMENDMENTS.

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Date: March 3, 2023

TO BE PUBLISHED: March 10, 2023, ~ Hollister Free Lance (Pub HF 3/10)

DISPLAY AD AND NOTICE OF PUBLIC HEARING OF THE BOARD OF SUPERVISORS OF SAN BENITO COUNTY REGARDING PROPOSED ORDINANCE UPDATING CHAPTER 21.01 OF TITLE 21 AND CHAPTER 19.37 OF TITLE 19, OF THE SAN BENITO COUNTY CODE, TO ADOPT NEW BUILDING CODE REGULATIONS AND WEED ABATEMENT REQUIREMENTS

MEETING ON APRIL 25, 2023, AT 1:30 P.M.
(or as soon thereafter as the matter may be heard by the Board of Supervisors)

NOTICE IS HEREBY GIVEN that the San Benito County Board of Supervisors ("Board") will hold a public hearing on **April 25, 2023**, commencing at 1:30 p.m., or as soon thereafter as possible, in the Board of Supervisors Board Room, Administrative Building, 481 Fourth St., 1st Floor, Hollister, CA, consider and adopt an Ordinance adopting by reference and amending the 2022 California Building, Mechanical, Plumbing, Electrical, Existing Building, Fire, Energy, Residential, and Green Building Code and adopting by reference appendix chapters of these Codes and adopting by reference and amending the 2021 International Property Maintenance Code and the 2021 International Pool and Spa Safety Code, and which will specifical amend the County's Code Title 21, Chapter 21.01, Articles I and II of the San Benito County, CA Code of Ordinances to adopt the 2022 California Building Codes, California Code of Regulations Title 24, 2022 Edition, of the California Building Standards Code, the 2021 International Property Maintenance Code, 2021 International Association of Pluming and Mechanical Official (IAPMO) Uniform Swimming Pool, Spa & Hot Tub Code, and 2022 California Fire Code with local amendments, 2021 International Codes, and Amending Chapter 19.37 of the San Benito County Code (Weed Abatement Ordinance)

The State of California adopts a set of new construction codes every three years referred to as the California Building Standards Codes. The purpose of this public hearing is to amend the Codes which automatically became effective January 1, 2023, with certain administrative and technical amendments based on San Benito County's local conditions and to add additional provisions to the San Benito's weed abatement ordinance.

You are invited to attend this Public Hearing to provide input or voice any concern you might have regarding the proposed ordinance. Any interested person may be heard on this matter. The County encourages interested parties to attend public meetings and comment on the issues being discussed. If you wish to provide testimony in writing, written comments which are delivered to the Clerk of the Board's office prior to the time of the Public Hearing will be made a part of the public record.

The Proposed Ordinance, and all other documents to be presented to the Board on April 25, 2023, are available for viewing at the SBC County Administrative Office, with Vanessa Delgado, Clerk of the Board, located at 481 Fourth Street, Hollister. The ordinance as introduced on March 28, 2023, is available at the following link: https://granicus_production_attachments.s3.amazonaws.com/cosb/68772686e665fc251d9f1bf84d4891b60.html

If you challenge the Board's decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to San Benito County, Clerk of the Board at 481 Fourth Street, Hollister, CA 95023, at, or prior to, the public hearing.

Adoption of this ordinance is exempt from environmental review under CEQA pursuant to 15061(b)(3) because it can be seen with certainty that the proposed ordinance will have no significant impact on the environment, and is not a project.

Vanessa Delgado

Clerk of the Board of Supervisors
County of San Benito, CA

Dated: March 30, 2023
Publish Date: April 7, 2023, and April 14, 2023
(Pub HF 4/7, 4/14/23)

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BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

ORDINANCE NO. _1054____

AN ORDINANCE AMENDING TITLE 21 OF THE SAN BENITO COUNTY CODE AND ADOPTING BY REFERENCE THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2022 EDITION, OF THE CALIFORNIA BUILDING STANDARDS CODE, 2021 INTERNATIONAL CODES, INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS CODES

THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. The first paragraph of Section 21.01.001 Definitions is deleted in its entirety and replaced with the following new Section 21.01.001:

§ 21.01.001 DEFINTIONS.

For the purposes of the San Benito County Codes "SBCC", and unless otherwise defined later in these Titles, the following words and phrases shall have the meanings and duties respectively ascribed to them by this section and shall be applicable to all Titles contained in the San Benito County Code of Ordinances.

BUILDING DEPARTMENT. A division of the county's Planning and Building Department and the Office of the county's Building Official and the county's Building Inspector.

BUILDING OFFICIAL. The officer designated by the county's Board of Supervisors to enforce the county codes.

COMMERCIAL: Shall be defined as that which does not fall within the scope of the Residential definition contained later in this Section. All Commercial projects shall be subject to its respective occupancy classification and usage as contained in the most current International Building Code "IBC" or California Building Code," CBC", whichever is the most restrictive.

FEES: Pursuant to The California Code of Regulations, Title 24, Chapter I, Division I, Section §1.8.4.2, the County of San Benito may prescribe fees to defray the cost of enforcement of rules and regulations promulgated by the Department of Housing and Community Development. The amount of the fees shall not exceed the amount reasonably necessary to administer or process permits, certificates, forms, or other documents, or to defray the costs of enforcement. The San Benito County Master Fee Schedule is contained in Title 5 Chapter 5.01.000 of the SBCC and is applicable to all types of construction.

FIFTY PERCENT RULE: Where any additions, alterations, remodels, repairs, or construction similar in nature are more than 50% of the entire project or building, as determined by the Building Official, then the building shall be considered new. This may require additional fees, impact fees, code compliance with current codes, etc.

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FIRE CHIEF. The Chief of the Hollister Fire Protection District, while the contract with the City remains in effect, or other designee named by the County.

FIRE SEPARATION DISTANCE: Fire Separation Distance is the distance from the finished wall surface to the property line.

GEOTECHNICAL: This means that which is related to the engineering of earth materials.

GEOTECHNICAL INVESTIGATIONS: Means in-situ testing, laboratory testing, or engineering calculation.

GEOTECHNICAL INVESTIGATIONS REQUIRED: Geotechnical investigations are required for all habitable structures more than 1,200 square feet and shall be conducted in accordance with Section 1803A.2 of the California Building Code and reported in accordance with Section 1803A.7. The classification and investigation of the soil shall be made under the responsible charge of a California registered geotechnical engineer. All recommendations contained in geotechnical and geohazard reports shall be subject to the approval of the enforcement agency. All reports shall be prepared and signed by a registered geotechnical engineer, a certified engineering geologist, and a registered geophysicist, where applicable.

GEOTECHNICAL INVESTIGATIONS NOT REQUIRED: Geotechnical reports are not required for:

1. one-story, wood-frame and light-steel-frame buildings of Type II or Type V construction and 4,000 square feet (371 m2) or less in floor area, not located within Earthquake Fault Zones or Seismic Hazard Zones as shown in the most recently published maps from the California Geological Survey (CGS) or in seismic hazard zones as defined in the Safety Element of the local General Plan. Allowable foundation and lateral soil pressure values may be determined from Table 1806A.2. Agricultural buildings are exempt from up to 10,000 square feet.
2. A previous report for a specific site may be resubmitted, provided that a reevaluation is made, and the report is found to be currently appropriate, and
3. Agriculture structures/buildings in agriculture zoning.

HIGHWAYS. The whole of all public ways, roads, alleys, courts and streets, and sidewalks between the property lines forming the exterior lateral boundaries thereof, and those parts of public squares and places which form traveled parts of highways.

HOURS OF CONSTRUCTION: Shall be defined as during the day, namely during the hours of 7:00 a.m. to 10:00 p.m. Monday – Saturday, no Sundays or National Holidays. See SBCC § 19.39.10 for times.

INSPECTIONS: All work shall be complete prior to scheduling the inspection. Inspections shall be scheduled with the RMA a minimum of 24 hours prior to the requested inspection. A qualified person shall remain on-site to meet the inspector with the approved plans, specifications, and permit. Roofing and Photovoltaic inspections are to have an OSHA-approved ladder secured to the building at the time of the inspection. Electrical inspections shall be conducted with qualified personnel, and the panel enclosures, junction boxes, and related electrical components shall be accessible/open at the time of the inspection.

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NEW CONSTRUCTION: This means the construction of a residence or structure which is built on a previously undeveloped site/parcel of a previously razed structure with no remnants of the prior structure or physical connection to existing structures or outbuildings on the respective property. (See also Fifty Percent Rule).

OFFICIAL TIME. Whenever certain hours are named herein, they shall mean Pacific Standard Time or Daylight-Saving Time as may be in current use in the county.

PERMIT: An official document or certificate issued by the Building Official that authorizes the performance of a specified activity.

PERMIT REQUIRED: Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit. A written construction permit shall be obtained from the enforcing
agency prior to the erection, construction, reconstruction, installation, moving, or alteration of any building or structure.

REMODEL: Means to change, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, and/or plumbing system.

EXCEPTION: If more than 50% of the existing structure or its components are remodeled, altered, repaired, enlarged, converted, or replaced the structure shall be deemed new and the entire structure shall be brought up to the current code. In the event, the 50% threshold is exceeded the scope shall be considered New Construction and shall be assessed for all fees, impact fees, etc., accordingly.

RESIDENTIAL: Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures may be designed and constructed in accordance with this code or the California Building Code, but not both, unless the proposed structure(s) or element(s) exceed the design limitations established in this code and the code user is specifically directed by this code to use the California Building Code. All other construction projects not meeting the above definition shall be subject to its own occupancy classification and usage and contained in the most current International Building Code "IBC" or California Building Code "CBC", whichever is the most restrictive.

SETBACK is the distance from the property line to the finished wall. At pre-pour foundation forms and footing inspection, the distance from the property line to the forms shall take this into account and the forms set further away accordingly to account for the finished wall surface.

Example: a 5' setback with a stucco exterior shall have the forms set at 5'- 1 ½" to allow for plywood backing and the thickness of the stucco.

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SIDELINE of a road, roadway, or state highway is the edge of the travel way, as determined by the Building Official, such as, the painted fog line, edge of pavement, curb and gutter, or similar conditions.

SUBMITTAL DOCUMENTS: Shall be defined as those construction documents of which submittal is required by Resource Management Agency "RMA" in conjunction with all proposed site development, remodel, addition, renovation, improvement to existing structures and new residential development. Construction documents shall be drawn upon suitable material. Electronic media documents are required to be submitted where approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official.

SUBMITTAL DOCUMENTS REQUIRED: Submittal documents consisting of construction documents, and other data shall be submitted in two or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code.

WILDLAND URBAN INTERFACE: The area where new construction and wild undeveloped areas (Wildland) come together. The Building Official and/or the Fire Marshal shall be able to determine high hazard fire areas more restrictive than the state, and determine what materials, methods and assemblies shall be used for construction.

SECTION 2. Sections 21.01.021 (A) through (N), of the San Benito County Code are hereby repealed in their entirety and replaced with the new sections 21.01.021 (A) through (N), as follows:

"§ 21.01.021 ADOPTION OF 2022 CALIFORNIA BUILDING CODES, INTERNATIONAL AND UNIFORM CODES.

The following publications are hereby adopted by reference and incorporated in this code, except as expressly amended or superseded by the provisions of this article. Any subsequent errata or supplement published by the California Building Standards Commission are adopted.

A. California Administrative Code, 2022 Edition, Title 24, Part 1.

B. California Building Code, 2022 Edition, Title 24, Part 2, based on the 2021 International Building Code including, among the Appendices, Appendix Chapter C; (Group U-Agricultural Buildings), Appendix Chapter G; (Flood-Resistant construction) Appendix Chapter H; (signs), Appendix Chapter I; (Patio Covers), and Appendix Chapters J; (Grading), as published by the International

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Code Council (ICC) as adopted and amended by the California Building Standards, California Code of Regulations.

C. California Electrical Code, 2022 Edition, Title 24, Part 3, based on the 2020 National Electric Code, as published by the National Fire Protection Association, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

D. California Mechanical Code, 2022 Edition, Title 24, Part 4, based on the 2021 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24, Part 4 of the California Code of Regulations.

E. California Plumbing Code, 2022 Edition, Title 24, Part 5, based on the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

F. California Residential Code, 2022 Edition, Title 24, Part 2.5, based on the 2021 International Residential Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations.

G. California Green Buildings Standards Code, 2022 Edition, Title 24, Part 11 (CALGreen), limited to the mandatory sections as adopted by the State of California.

H. California Energy Code, 2022 Edition, Title 24, Part 6, including Appendix.

I. California Historical Code, 2022 Edition, Title 24, Part 8 including Appendix.

J. California Existing Building Code, 2022 Edition, Title 24, Part 10, based on the 2021 International Existing Building Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations.

K. California Referenced Standards Code, 2022 Edition, Title 24, Part 12, including Appendix.

L. International Property Maintenance Code 2021 Edition as published by the International Code Council as a stand-alone document.

M. Uniform Swimming Pool, Spa & Hot Tub Code 2021 Edition as published by IAMO as a stand-alone document.

N. California Fire Code, 2022 Edition, Title 24, Part 9, adopted in its entirety with the appendices and amendments. The California Fire Code, 2022 Edition, based on the 2021 International Fire Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of

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the California Code of Regulations are adopted by reference with the following amendments:

(1) 101.1 Title. These regulations shall be known as the Fire Code for the County of San Benito, hereinafter referred to as "Fire Code." The California Fire Code is amended as set forth herein by these local amendments.

(2) 101.2.1 Appendices. Provisions in all appendices to the 2022 California Fire Code are hereby adopted in their entirety and shall apply.

(3) 102.1 Construction and design provisions. The construction and design provisions of this Code shall apply to:

1. Structures, facilities and conditions arising after the adoption of this Code.
2. Existing structures, facilities and conditions not legally in existence at the time of adoption of this Code.
3. Existing structures, facilities and conditions when identified in specific Sections of this Code.
4. Existing structures, facilities and conditions, which, in the opinion of the Fire Code Official, constitute a distinct hazard to life and property.
5. Existing Structures Alterations and repairs.
    a. All new work performed in alterations and/or repairs to existing structures shall comply with the current provisions of this Chapter.
    b. When alterations and/or repairs result in the removal, alteration, modification, replacement and/or repair of fifty percent (50%) or more of the external walls of a building, or result in the removal, modification, replacement and/or repair of fifty percent (50%) or more of the existing internal structural and/or non-structural framework, independently or in combination thereof, within a five year period, the entire building shall be made to conform to the current provisions of this Chapter.
    c. Existing structures to which additions, alterations or repairs are made that are valued at an amount to exceed the Engineering News Record amount used for accessibility hardship determination.

    Calculations of linear wall measurements shall be shown on all plans submitted for building permits, on the cover page in the project description of said plans.

    The determination under this section of the requirement for upgrading any existing structure to full conformance with current provisions of this Chapter shall be at thesole discretion of the Fire Code Official.

(4) 103.0 Responsibility for enforcement.

A. 103.0.1 Within established fire protection districts and community services districts, responsibility for enforcement of this Code shall be under the direction of the Fire Chief within each district.

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B. 103.0.2 In areas of Hollister outside incorporated cities or organized special districts or fire districts, responsibility for enforcement of this Code shall be under the direction of the Chief Building Official with Code Enforcement of the AHJ.

(5) 104.1.1 Police powers. The fire code official and his deputies shall have the powers of police officers in performing their duties under this Code. When requested to do so by the fire code official, the chief of police of the jurisdiction, or the Sheriff, as applicable, is authorized to assign such available law enforcement officers as necessary to assist the fire code official in enforcing the provisions of this Code**.**

(6) 105.5.0 Agricultural Explosive Devices. An operational permit is required for storage or use of any agricultural explosive device including "bird bombs".

(7) 112.2 Owner/occupant responsibility. Correction and abatement of all violations of this Code shall be the responsibility of the owner. If an occupant creates, or allows to be created, hzardous conditions in violation of this Code, the occupant may also be held responsible for the correction and abatement of such hazardous conditions.

(8) 112.4 Violation penalties. Persons who shall violate any provision of this Code or shall fail to comply with any of the requirements thereof or shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this Code, shall be guilty of an infraction, punishable by a fine, as set forth in this Code. Each day that a violation continues to exist shall be deemed a separate offense.

(9) 113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction as specified in Section 112.4 of this Code

(10) 202 Definitions

1. **ALL WEATHER SURFACE.** A hard paved road surface constructed to the minimum standards adopted by the jurisdiction.

2. **BRIDGE**. A structure to carry a roadway over a depression or obstacle.

3. **IDLE PALLET**. A pallet or similar product storage and/or lifting device not currently in use and empty of product.

(11) 503.2.6.1 Private bridge engineering. Every private bridge hereafter constructed shall meet the following engineering requirements:

1. The weight shall be designed for a minimum of HS-20 loading as prescribed by the AASHTO.
2. The unobstructed vertical clearance shall be not less than fifteen (15) feet clear.
3. The width shall be a minimum of twenty (20) feet clear. The Fire Code Official may

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require additional width when the traffic flow may be restricted or reduce the width to a minimum of twelve (12) feet for Occupancy Group U or R-3 occupancies.

4. The maximum grade change of the approach to and from any private bridge shall not exceed eight percent for a minimum distance of ten (10) feet.

(12) 503.2.6.2 Private bridge certification. Every private bridge hereafter constructed shall be engineered by a licensed professional engineer knowledgeable and experienced in the engineering and design of bridges. Certification that the bridge complies with the design standards required by this Code and the identified standards, and that the bridge was constructed to those standards, shall be provided by the licensed engineer, in writing, to the Fire Code Official. Every private bridge, including existing and those constructed under this Code, shall be certified as to its maximum load limits every ten (10) years or whenever deemed necessary by the fire code official. Such recertification shall be by a licensed professional engineer knowledgeable and experienced in the engineering and design of bridges. All fees charged for the purpose of certification or recertification of private bridges shall be at the owner's expense.

(13) 503.2.7 Grade. The grade of fire apparatus access roads shall be no greater than fifteen (15) percent unless specifically approved by the Fire Code Official.

(14) 503.2.7.1 Paving. All fire apparatus access roads over eight (8) percent shall be paved with a minimum 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base. All fire apparatus access roads over fifteen (15) percent where approved shall be paved with perpendicularly grooved concrete.

(15) 503.7 Fire apparatus access road names. All fire apparatus access road names shall be issued or approved by the appropriate governmental agency.

(16) 506.1 Required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, the fire code official is authorized to require a key box or other approved emergency access device to be installed in an approved location. The key box or other approved emergency access device shall be of an approved type and shall contain keys or other information to gain necessary access as required by the fire code official. Where a key box is used, it shall be listed in accordance with UL 1037. This jurisdiction utilizes the KNOX Box Security Systems.

(17) 507.5.2 Inspection, testing and maintenance. Fire hydrant systems shall be subject to periodic tests as required by the Fire Code Official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations, and servicing shall comply with approved standards. When required by the Fire Code Official, hydrants shall be painted in accordance with the most current edition of NFPA 291.

(18) 605.3.1 Spark arresters.

(19) 605.3.1.1 An approved spark arrester shall be installed on all chimneys, incinerators, smokestacks or similar devices using solid fuel for conveying smoke or hot gases to the outer air.

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(20) 605.3.1.2 Spark arresters shall have openings in accordance with Section 2113.9.2(3) of the California Building Code and Section 1003.9.2 of the California Residential Code with minimum openings of 3/8" and maximum openings of ½".

(21) 901.1.1 Responsibility. The owner of the protected premises shall be responsible for all fire protection systems within the protected premises, whether existing or installed under this code.

(22) 901.2.2 Additional documentation. Additional documentation as required by the Fire Code Official shall be provided to the Fire Code Official in an acceptable format.

(23) 901.4 Installation. Fire protection systems shall be maintained in accordance with the original installation standards for that system. All systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable standards.

(24) 901.4.8 Nonoperational equipment. Any fire protection equipment that is no longer in service shall be removed.

(25) 901.6.4 Qualifications of Inspection, Testing and Maintenance Personnel. All personnel performing any inspection, testing or maintenance of any fire protection system shall be qualified. Where such inspection, testing and maintenance is performed by an outside service company, the company shall be appropriately licensed by the California Contractors State License Board in accordance with the California Business & Professions Code or by the California State Fire Marshal.

(26) 901.6.5 Additional records. All documentation generated during any scheduled inspection or test of any fire protection system, whether required or voluntarily installed, shall be forwarded to the Fire Code Official within fifteen (15) calendar days after the date of the inspection or test.

(27) 901.11 Fire Protection Features for Plant Processing and Extraction Facilities

1. **901.11.1 Scope.** This section applies to occupancies regulated by Chapter 39 of this Code.

2. **901.11.2 Definitions.**

    a. **901.11.2.1 Plant processing**. Plant processing shall include all plant post-harvest operations, excluding retail sales of plant and related products.

    b. **901.11.2.2 Indoor cultivation**. Indoor cultivation shall be defined as all nursery or cultivation conducted in other than Group U occupancies (greenhouses).

3. 901.11.3 Fire Protection Systems. All buildings or portions thereof housing plant post-harvest or indoor cultivation operations shall be protected as defined in this section.

4. 901.11.3.1 Fire Sprinklers. Fire sprinklers shall be installed in accordance with

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901.11.3.1.1, 901.11.3.1.2, or 901.11.3.1.3

5. 901.11.3.1.1 Fire sprinklers shall be installed in all buildings or portions thereof; such fire sprinkler systems shall be designed to Ordinary Group II design standards in the latest adopted edition of NFPA 13 and Section 903 of this code.

6. 901.11.3.1.2 If the occupancy is classified as a Group H Occupancy the fire sprinkler system may be required to be designed and installed as an Extra Hazard fire sprinkler system

7. 901.11.3.1.3 Where permitted by the fire code official and not otherwise required by this code or the CBC, fire sprinklers may be eliminated in approved buildings less than 500 square feet.

8. 901.11.3.2 Fire Alarm Systems. Fire alarm systems shall be installed in all buildings or portions thereof; such fire alarm systems shall include both fire sprinkler system monitoring and complete occupant notification as specified in the latest adopted edition of NFPA 72 and Section 907 of this code.

9. 901.11.3.3 Special Hazard Systems. Where specified by appropriate UL listings for extraction booths utilizing volatile solvents, dry chemical fire protection systems shall be installed according to the latest adopted edition of NFPA 17. If there is no UL listing for the extraction booth, a dry chemical fire protection system shall be installed.

10. 901.11.3.4 Portable Fire Extinguishers. Portable fire extinguishers shall be installed in accordance with NFPA 10 and Section 906 of this code.

(28) 903.2 Where required. Approved automatic sprinkler systems shall be provided in all new buildings and structures constructed, moved into or relocated within the jurisdiction.

Exceptions:

(1) Structures not classified as Group R occupancies and not more than five hundred (500) square feet in total floor area.
(2) Detached agricultural buildings, as defined by this code and the CBC, located at least one hundred feet (100) from any other structure or the property line, whichever is closer.
(3) Accessory structures not classified as R occupancies associated with existing non-sprinklered R-3 occupancies (one- or two-family dwellings) and less than one thousand five hundred (1500) square feet in total fire area.
(4) Where an insufficient water supply exists to provide for an automatic fire sprinkler system and where the Fire Code Official permits alternate protection.

(29) The following Sections are amended by changing requirements to five hundred (500) square feet for fire sprinkler installation, as follows (the complete text of the section is not provided):

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903.2.1.1 Group A-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.1.2 Group A-2. Change five thousand (5,000) square feet to five hundred (500) square feet.
903.2.1.3 Group A-3. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.1.4 Group A-4. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.1.5 Group A-5. Change one thousand (1,000) square feet to five hundred (500) square feet.
903.2.3 Group E. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.4 Group F-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.4.1 Group F-1. Change two thousand five hundred (2,500) square feet for woodworking operations to five hundred (500) square feet.
903.2.7-1 Group M. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.7-3 Group M. Change twenty-four thousand (24,000) square feet to five hundred (500) square feet.
903.2.9 Group S-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.
903.2.9.1 Repair Garages. Change ten thousand (10,000) square feet (2 story buildings) and twelve thousand (12,000) square feet (1 story buildings) to five hundred (500) square feet.
903.2.9.2 Bulk storage of tires. Change twenty thousand (20,000) cubic feet to five hundred (500) square feet.

(30) **903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided in all buildings with a Group R fire area, including, but not limited to, one- and two-family dwellings, townhomes, and manufactured homes and mobile homes located outside of licensed mobile home parks hereafter constructed, moved into or relocated within the jurisdiction, including all additions to buildings already equipped with automatic fire sprinkler systems. (Exceptions remain per 2022 California Fire Code)

(31) **903.3.1.1.1 -** Elevators. Automatic fire sprinklers shall not be installed at the top of passenger elevator shafts or associated passenger elevator mechanical rooms, where elevator shafts are constructed with a 2–hour fire resistive method.

(32) Section 903.3.1.1.2 of the California Fire Code is deleted.

(33) 903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies up to and including four stories in height shall be permitted to be installed throughout in accordance with NFPA 13R as amended in this Code, including in Chapter 47.

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(34) 903.3.1.2.1 Balconies and decks. Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units were the building is of Type V construction, provided there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch to 6 inches below the structural members and a maximum distance of fourteen (14) inches below the deck of the exterior balconies and decks that are constructed of open wood joist construction.

(35) 903.3.1.2.3 Attics. Where NFPA 13R sprinkler systems are installed, all attic areas shall be provided with sprinkler protection in accordance with NFPA 13.

(36) 903.3.1.2.4 Sprinkler control valves. Where NFPA 13R sprinkler systems are installed, sprinkler system control valves shall be installed in accordance with NFPA 13.

(37) 903.3.1.2.5 Bathrooms. Automatic sprinklers shall be installed in all bathrooms, regardless of square footage, where an electrical receptacle is installed.

(38) 903.3.1.2.6 Accessible storage areas. Automatic sprinklers shall be installed in all accessible storage areas.

(39) 903.3.1.2.7 Under-stair spaces. Automatic sprinklers shall be installed in all under-stair spaces including all under-stair closets.

(40) 903.3.1.3 NFPA 13D sprinkler systems. Automatic fire sprinkler systems installed in one and two-family dwellings, Group R-3 and R-4 congregate living facilities and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D. The requirements of this section supersede the requirements of the California Residential Code.

(41) 903.3.1.3.1 All fire sprinkler systems installed in one- and two-family dwellings shall be tested for leakage by undergoing a hydrostatic test made at 200 psi for two-hour duration.

(42) 903.3.1.3.2 Each water system supplying both domestic and fire protection systems shall have a single indicating-type control valve, arranged to shut off both the domestic and sprinkler systems. A separate shut-off valve for the domestic system only shall be permitted to be installed. The location of the control valve shall be approved by the Fire Code Official.

(43) 903.3.1.3.4 Automatic sprinklers shall be installed in all attached garages and other accessory structures.

(44) 903.3.1.3.5 Automatic sprinklers shall be installed in all accessible storage areas.

(45) 903.3.1.3.5.1 Automatic sprinklers shall be installed in all under-stair spaces including all closets.

(46) 903.3.1.3.6 Local water flow alarms shall be provided on all sprinkler systems. Local water flow alarms shall be powered from the main kitchen refrigerator circuit. The local water flow alarm shall be clearly audible from within the master bedroom at an audibility level of not less than 75 dBa. Where no kitchen exists in the building, the water flow alarm shall be powered from the

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bathroom lighting circuit. As required by the fire code official, interior audible notification appliances or additional water flow alarms are required to be installed at locations specified by the fire code official.

(47) 903.3.1.3.7 Automatic fire sprinklers shall be installed to protect all furnaces and heating system appliances.

(48) 903.3.1.3.8 A passive purge shall be installed in the master bathroom if served by a public water system per local water purveyor. A placard must be posted adjacent to the fire sprinkler riser.

(49) 903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, remote supervising station or proprietary supervising station as defined in NFPA 72, or, when approved by the Fire Code Official, shall sound an audible signal at a constantly attended location. The fire alarm system installed to transmit such signals shall be considered a building fire alarm system.
(Exceptions remain unchanged)

(50) 903.4.2 Alarms. One exterior approved audible appliance shall be connected to every automatic sprinkler system in an approved location. Sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a building fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required by Section 903.4.2.1.

(51) 903.4.2.1 Where an automatic fire sprinkler system is installed in a building with more than one tenant or with over one hundred (100) sprinkler heads, audible and visible notification appliances shall be installed throughout the building as follows:

a. Audible notification appliances shall be installed so as to be audible at fifteen (15) dBa above average sound pressure level throughout the building.
b. Visible notification appliances shall be installed in all public and common use areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.
c. Visible notification appliances can be eliminated in normally unoccupied portions of buildings where permitted by the Fire Code Official.

***EXCEPTION*:** The requirements of this section do not apply to Group R-3 Occupancies.

(52) 903.4.3 Floor control valves. Approved indicating control valves and water flow switches shall be provided at the point of connection to the riser on each floor in all buildings over one story in height and shall be individually annunciated as approved by the Fire Code Official.

(53) 904.13.2 System interconnection. The actuation of the fire extinguishing system shall automatically shut down all fuel and electrical power located under the hood, except for the electrical power to the exhaust air supply. The fuel and electrical supply reset shall be manual.

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(54) 904.13.5.2 Extinguishing system service. Automatic fire extinguishing systems shall be serviced by a CSLB licensed C-16 contractor or a CSFM licensed "A" licensee at least every six months and after any activation of the system. Inspection shall be performed by the owner at least monthly in accordance with the currently adopted edition of NFPA 17-A. The service contractor shall review the records of monthly inspections every six months, and deficiencies shall be reported to the fire code official. A service report shall be forwarded to the fire code official by the licensed service contractor within 15 days after every service on the appropriate AES form.

(55) 907.1.6 Multiple Fire Alarm Systems. Multiple fire alarm systems within a single protected premise are not permitted, unless specifically authorized by the Fire Code Official.

(56) 907.2 Exception 1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control.

(57) 907.6.5 Access. Access shall be provided to each fire alarm system component for periodic inspection, maintenance, and testing.

(58) 907.6.6.5 Zone transmittal. Where required by the fire code official, fire alarm signals shall be transmitted by zone to the supervising station and retransmitted by zone to the public fire service communications center.

(59) 907.6.6 Monitoring. Fire alarm systems, whether required by this Chapter or the California Building Code or voluntarily installed, shall be monitored by an approved supervising station in accordance with NFPA 72 and this Section.

(60) 907.6.6.6 Means of communication. The use of either POTS or cable telephone lines with a digital alarm communicator transmitter shall not be permitted.

EXCEPTION. Where no other communications methods are available, the use of telephone lines shall be permitted to be used on a temporary basis not to exceed one year from the date of final acceptance test or until permitted alternate means of communications are available.

(61) 907.7.2 Completion documents. The following documentation shall be provided at the time of acceptance testing for all fire alarm system installations:

1. A record of completion in accordance with NFPA 72.
2. A contractor's statement verifying that the system has been installed in accordance with the approved plans and specifications and has been 100% tested in accordance with NFPA 72.
3. A contractor's affidavit of personnel qualifications, indicating that all personnel involved with the installation of the fire alarm system meet the qualification requirements of the Fire Code Official.

(62) 1205.1.1 Signing and Marking. In addition to signing and marking requirements of the California Building Code and the California Residential Code, the following signing and marking is required:

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(63) 1205.1.1.1 Main Panel Exterior Marking. A placard is required to be permanently affixed to the main service disconnect panel. The placard shall be red in color with white capital letters at least 1/2" in height and in a non-serif font, to read "SOLAR DISCONNECT INSIDE PANEL." The placard shall be constructed of weather-resistant, durable plastic with engraved letters, or other approved material.

(64) 1205.1.1.2 Circuit Disconnecting Means Marking. A permanent label is to be affixed adjacent to the circuit breaker controlling the inverter or other photovoltaic system electrical controller. The label shall have contrasting color capital letters at least 3/8" in height and in a non—serif font, to read "SOLAR DISCONNECT." The label shall be constructed of durable adhesive material or other approved material.

(65) 1205.1.1.3 Secondary Power Sources. Where photovoltaic systems are interconnected to battery systems, generator backup systems, or other secondary power systems, additional signage acceptable to the fire code official shall be required indicating the location of the secondary power source shutoff switch.

(66) 1205.1.1.4 Installer Information. Signage acceptable to the fire code official indicating the name and emergency telephone number of the installing contractor shall be required to be installed adjacent to the main disconnect.

(67) Section 1205.2.1, Exceptions 1 and 2 of the California Fire Code are deleted in their entirety.

(68) 1205.2.1.4 Hip and Valley Layout. Modules shall be located no closer than one and one-half feet (1-1/2') to a hip or valley if modules are to be placed on both sides of a hip or valley. Where modules are located on only one side of a hip or valley that is of equal length, the modules shall be permitted to be placed directly adjacent to the hip or valley.

(69) 1206.15 Signage acceptable to the fire code official shall be required indicating the location of the stationary fuel cell power system.

(70) 3905.3. Fire Protection Systems. Fire protection systems in occupancies regulated by this chapter shall be in accordance with Section 901.11 of this Code.

(71) D103.2 Grade. Fire apparatus access roads shall not exceed fifteen (15) percent in grade with a maximum side slope of five (5) percent.

***EXCEPTION*:** Grades steeper than fifteen (15) percent, if approved by the Fire Code Official, shall be paved with perpendicularly grooved concrete.

APPENDIX Q: STANDARD FIRE CONDITIONS FOR SINGLE FAMILY DWELLINGS
SECTION Q101 GENERAL

(72) Q101.1 Scope. Applications for the construction or remodel of single-family dwellings, including one- and two-family dwellings, townhomes, modular and manufactured homes, and

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mobile homes outside of established mobile home parks, shall be subject to the fire conditions in this appendix when conditioned by the Fire Code Official.

(73) Q101.2 Conflicting sections. Where provisions in this appendix conflict with other sections of this Code or other appendices, the provisions of this appendix shall prevail unless otherwise directed by the Fire Code Official.

SECTION Q102 ROADS

(74) Q102.1 General. These conditions will be used primarily when conditioning a subdivision or other project that requires roads. Roads identified in this Section are vehicular access to more than two (2) parcels; more than four (4) residential units; or access to any industrial or commercial occupancy. Includes public and private streets and lanes.

(75) Q102.2 Road access. (FIRE 001). Access roads shall be required for every building when any portion of the exterior wall of the first story is located more than one hundred fifty (150) feet from fire department access. All roads shall be constructed to provide a minimum of two (2) ten (10) feet wide traffic lanes with an unobstructed vertical clearance of not less than fifteen (15) feet. The roadway surface shall provide unobstructed access to conventional drive vehicles including sedans and fire apparatus and shall be an all-weather surface designed to support the imposed load of fire apparatus (75,000 pounds). Each road shall have an approved name.

(76) Q102.3 Roadway engineering. (FIRE 002). The grade for all roads shall not exceed fifteen percent (15%) with a maximum side slope of five percent (5%). Where road grades are 8 percent (8%) or less, an all-weather aggregate base is required at a minimum or as required in other sections of the San Benito County Code. Where road grades exceed eight percent (8%), a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The length of vertical curves in roadways, exclusive of gutters, ditches and drainage structures designed to hold or divert water, shall not be less than one hundred (100) feet. No roadway turn shall have a horizontal inside radius of less than fifty (50) feet. A roadway turn radius of fifty (50) to one hundred (100) feet is required to have an additional four (4) feet of roadway surface. A roadway turn radius of one hundred (100) to two hundred (200) feet is required to have an additional two (2) feet of roadway surface. Roadway turnarounds shall be required on dead-end roads in excess of one hundred fifty (150) feet of surface length. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

(77) Q102.4 Dead end roads.

A. Q102.4.1 Parcels less than one acre. (FIRE 003). For parcels less than one acre, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed eight hundred (800) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have a turnaround constructed at its terminus. The minimum turning radius for a turnaround shall

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be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

B. Q102.4.2 Parcels greater than one acre and not exceeding five acres (FIRE 004). For parcels greater than one acre and not exceeding five acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed one thousand three hundred twenty (1,320) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have a turnaround constructed at its terminus. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length

C. Q102.4.3 Parcels greater than five acres and not exceeding twenty (20) acres. (FIRE 005). For parcels greater than five acres and not exceeding twenty (20) acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed two thousand six hundred forty (2,640) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have turnarounds at its terminus and at no greater than one thousand three hundred twenty (1,320) foot intervals. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

D. Q102.4.4 Parcels greater than twenty (20) acres. (FIRE 006). For parcels greater than twenty (20) acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed five thousand two hundred eighty (5,280) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have turnarounds at its terminus and at no greater than one thousand three hundred twenty (1,320)-foot intervals. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

(78) SECTION Q103 DRIVEWAYS, GATES, AND BRIDGES

A. Q103.1 Driveways. (FIRE 007). Driveway identified in this Section is defined as a vehicle access that serves up to two (2) parcels with no more than two (2) residential units and any number on non-commercial or industrial buildings on each parcel. Driveways shall not be less than twelve (12) feet wide traffic lane and minimum fourteen (14) feet wide unobstructed clearance, with an unobstructed vertical clearance of not less than fifteen (15) feet. The grade for all driveways shall not exceed fifteen percent (15%) with a maximum side slope of five percent (5%). Where driveway grades are eight percent (8%) or less, an

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all-weather surface such as an aggregate base shall meet minimum fire requirements. Other types of material for driveways may be required by the Code. Where the grade exceeds eight percent (8%), a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The driveway surface shall be capable of supporting the imposed load of fire apparatus forty thousand (40,000) pounds, and be accessible by conventional-drive vehicles, including sedans. For driveways with turns ninety (90) degrees and less, the minimum horizontal inside radius of curvature shall be twenty-five (25) feet. For driveways with turns greater than ninety (90) degrees, the minimum horizontal inside radius curvature shall be twenty-eight (28) feet. For all driveway turns, an additional surface of four (4) feet shall be added. All driveways exceeding one hundred fifty (150) feet in length, but less than eight hundred (800) feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds eight hundred (800) feet, turnouts shall be provided at no greater than four hundred (400)-foot intervals. Turnouts shall be a minimum of twelve (12) feet wide and thirty (30) feet long with a minimum of twenty (25) foot taper at both ends. Turnarounds shall be required on driveways in excess of one hundred fifty (150) feet of surface length and shall be thirty (30) feet long with a minimum twenty-five (25) foot taper at both ends. Turnarounds shall be required on driveways in excess of one hundred fifty (150) feet of surface length and shall be located within fifty (50) feet of the primary building. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the driveway. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

B. Q103.2 Gates. (FIRE 008). All gates providing access from a road to a driveway shall be located at least thirty (30) feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Gate entrances shall be at least two (2) feet wider than the width of the traffic lane but in no case be less than fourteen (14) feet wide unobstructed and unobstructed vertical clearance of fifteen (15) feet. Where a one-way road with a single traffic lane provides access to a gated entrance, a forty (40) foot turning radius shall be used. Where gates are to be locked, the installation of a key box or other acceptable means for immediate access by emergency equipment may be required.

C. Q103.3 Bridges. (FIRE 009). All new and reconstructed bridges shall be at least the width of the roadbed and berms, but in no case less than twelve (12) feet wide. Bridge width on all roads exceeding tertiary standards shall not be less than the width of the two lanes with berms. All bridges shall be designed for HS15-44 loading and have guardrails. Appropriate signage, including but not limited to, weight ratings or vertical clearance limitations, and one-way road or single-lane road conditions, shall be provided at both entrances to any bridge. One-lane bridges may be permitted if there is unobstructed visibility across the entire bridge, and turnouts are provided at both bridge ends. The fire authority may impose more stringent requirements for bridges.

(79) SECTION Q104 SIGNS AND ADDRESSES

A. Q104.1 Road signs. (FIRE 010). All newly constructed or approved roads and streets shall be designated by names or numbers, posted on signs clearly visible and legible from the

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roadway. Size of letters, numbers and symbols for street and road signs shall be a minimum four-inch letter height, ½-inch stroke, and shall be a color that is reflective and clearly contrasts with the background color of the sign. All numerals shall be Arabic. Street and road signs shall be non-combustible and shall be visible and legible from both directions of vehicle travel for a distance of at least one hundred (100) feet. Height, visibility, legibility, and orientation of street and road signs shall be meet the provisions of the jurisdiction. This section does not require any entity to rename or renumber existing roads or streets, nor shall a roadway providing access only to a single commercial or industrial occupancy require naming or numbering. Signs required under this section identifying intersecting roads, streets and private lanes shall be placed at the intersection of those roads, streets and/or private lanes. Signs identifying traffic access or flow limitations (i.e., weight or vertical clearance limitations, dead-end road, one-way road or single lane conditions, etc.) shall be placed: (a) at the intersection preceding the traffic access limitation; and (b) not more than one hundred (100) feet before such traffic access limitation. Road, street and private lane signs required by this article shall be installed prior to final acceptance of road improvements by the Fire Code Official.

B. Q104.2 Addresses for buildings. (FIRE 011). All buildings shall be issued an address in accordance with jurisdictional requirements. Each occupancy, including detached accessory dwelling units (ADU), except accessory buildings, shall have its own permanently posted address. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. Letters, numbers and symbols for addresses shall be a minimum of four-inch (4") height, 1/2-inch stroke, contrasting with the background color of the sign, and shall be Arabic. Commercial Occupancy shall have a minimum of 18 inch to 24 inch sized address numbers located at the top corner of the building on approval from the fire official. The sign and numbers shall be reflective and made of a noncombustible material. Address signs shall be placed at each driveway entrance and at each driveway split. Address signs shall be and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter. Address signs along one-way roads shall be visible from both directions of travel. Where multiple addresses are required at a single driveway, they shall be mounted on a single sign. Where a roadway provides access solely to a single commercial occupancy, the address sign shall be placed at the nearest road intersection providing access to that site. Permanent address numbers shall be posted prior to requesting final clearance.

(80) SECTION Q105 WATER SUPPLY

A. Q105.1 Water systems. (FIRE 012). The provisions of this condition shall apply when new parcels are approved by a local jurisdiction. The emergency water system shall be available on-site prior to the completion of road construction, where a community water system is approved, or prior to the completion of building construction, where an individual system is approved. Approved water systems shall be installed and made serviceable prior to the time of construction. Water systems constructed, extended or modified to serve a new development, a change of use, or an intensification of use, shall be designed to meet, in addition to average daily demand, NFPA Standard 1142 or other adopted standards. The

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quantity of water required pursuant to this chapter shall be in addition to the domestic demand and shall be permanently and immediately available.

B. Q105.2 (RESERVED) (FIRE 013).

C. Q105.3 Single parcel fire protection water supply. (FIRE 014). For development of structures totaling less than three thousand (3,000) square feet on a single parcel, the minimum fire protection water supply shall be four thousand nine hundred (4,900) gallons. For development of structures totaling three thousand (3,000) square feet or more on a single parcel, the minimum fire protection water supply shall be nine thousand eight hundred (9,800) gallons. For development of structures totaling more than ten thousand (10,000) square feet on a single parcel, the reviewing authority may require additional fire protection water supply. Other water supply alternatives, including ISO Rural Class 8 mobile water systems, may be permitted by the fire authority to provide for the same practical effect. The quantity of water required by this condition shall be in addition to the domestic demand and shall be permanently and immediately available.

D. Q105.4 Fire hydrants and valves. (FIRE 015). A fire hydrant or fire valve is required. The hydrant or fire valve shall be eighteen (18) inches above grade, eight feet from flammable vegetation, no closer than four feet nor further than twelve (12) feet from a roadway, and in a location where fire apparatus using it will not block the roadway. The hydrant serving any building shall be not less than fifty (50) feet and not more than one thousand (1,000) feet by road from the building it is to serve. Minimum hydrant standards shall include a brass head and valve with at least one 2 1/2-inch National Hose outlet supplied by a minimum four inch main and riser. More restrictive hydrant requirements may be applied by the Reviewing Authority. Each hydrant/valve shall be identified with a reflectorized blue marker, with minimum dimensions of three inches, located on the driveway address sign, non-combustible post or fire hydrant riser. If used, the post shall be within three feet of the hydrant/valve, with the blue marker not less than three feet or greater than five feet above the ground, visible from the driveway. On paved roads or driveways, reflectorized blue markers shall be permitted to be installed in accordance with the State Fire Marshal's Guidelines for Fire Hydrant Markings Along State Highways and Freeways, May 1988.

(81) SECTION Q106 SETBACKS

A. Q106.1 Setbacks. (FIRE 016). Except as permitted by the fire code official, all parcels one acre and larger shall provide a minimum thirty (30) foot setback for new buildings and accessory buildings from all property lines and/or the center of the road. For parcels less than one-acre, alternate fuel modification standards or other requirements may be imposed by the Fire Code Official to provide the same practical effect.

(82) SECTION Q107 VEGETATION AND DEBRIS DISPOSAL

A. Q107.1 Disposition of vegetation and debris fuels. (FIRE 017). Disposal, including chipping, burying, or removal to a landfill site approved by the local jurisdiction, of

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vegetation and debris caused by site development and construction, road and driveway construction, and fuel modification shall be completed prior to final clearance of the related permit.

(83) SECTION Q108 GREENBELTS

A. Q108.1 Greenbelts. (FIRE 018). Subdivisions and other developments, which propose greenbelts as a part of the development plan, shall locate said greenbelts strategically as a separation between wild land fuels and structures. The locations shall be approved by the Fire Code Official.

(84) SECTION Q109 DEFENSIBLE SPACE

A. Q109.1 Standard defensible space requirements. (FIRE 019). Defensible space requirements shall meet Section 4291 of the Public Resources Code or the Code, whichever is more restrictive. Additional or alternate fire protection approved by the Fire Code Official may be required to provide reasonable fire safety. Environmentally sensitive areas may require alternative fire protection, to be determined by the Fire Code Official and other jurisdictional authorities.

B. Q109.2 (RESERVED) (FIRE 020).

(85) SECTION Q110 FIRE PROTECTION SYSTEMS

A. Q110.1 Residential fire sprinkler systems (Standard). (FIRE 021). The building(s) and attached structure(s) shall be fully protected with automatic fire sprinkler system(s). Installation shall be in accordance with the applicable NFPA standard. A minimum of four sets of plans for fire sprinkler systems must be submitted by a California licensed C-16 contractor and approved prior to installation. This requirement is not intended to delay issuance of a building permit. A rough sprinkler inspection must be scheduled by the installing contractor and completed prior to requesting a framing inspection.

B. Q110.2 (RESERVED) (FIRE 022).

C. Q110.3 (RESERVED) (FIRE 023).

D. Q110.4 Residential fire alarm systems. (FIRE 024). The residence shall be fully protected with an approved household fire warning system as defined by NFPA 72. Plans and specifications for the household fire warning system shall be submitted by a California licensed C-10 contractor and approved prior to installation. Household fire warning systems installed in lieu of single-station smoke alarms required by the California Residential Code shall meet the requirements of the California Residential Code.

E. Q110.5 (RESERVED) (FIRE 025).

(86) APPENDIX R: ROOFS

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A. SECTION R101 GENERAL

1. **R101.1 Scope.** Applications for the construction or remodel of any buildings shall be subject to the roofing conditions of this Appendix when conditioned by the Fire Code Official.

2. **R101.2 Conflicting Sections**. Where provisions in this Appendix conflict with other sections of this Code or other appendices, the provisions of this Appendix shall prevail unless otherwise directed by the Fire Code Official.

B. SECTION R102 NEW BUILDINGS

1. **R102.1 General. (FIRE 026).** Roofing requirements for all new buildings shall be a minimum Class "B" roof assembly as defined by the California Building Code.
EXCEPTION: Greenhouses shall be exempt from the requirements of this Section.

2. **R102.2 Very High Hazard Severity Zones. (FIRE 027).** Roofing requirements for all new buildings in Very High Hazard Severity Zones shall be a minimum Class "A" roof assembly as defined by the California Building Code.

3. **R102.3 Reserved SBCO EXLUDED**

C. SECTION R103 EXISTING BUILDINGS

1. **R103.1 General. (FIRE 026).** Roofing requirements for existing buildings when fifty percent (50%) or more of the roof area is reroofed within a one-year period after the issuance of a building permit shall be a minimum Class "B" roof assembly as defined by the California Building Code. Where there is no permit issued, this section is applicable to buildings constructed after the effective date of this code and to buildings where fifty percent (50%) or more of the roof area is reroofed within a one-year period after commencing construction.

2. **R103.2 Very High Hazard Severity Zone. (FIRE 027).** Roofing requirements for existing buildings within a very high hazard severity zone when fifty percent (50%) or more of the roof area is reroofed within a one-year period after the issuance of a building permit shall be a minimum Class "A" roof assembly as defined by the California Building Code. Where there is no permit issued, this Section is applicable to such buildings constructed after the effective date of this code and to buildings where fifty percent (50%) or more of the roof area is reroofed within a one-year period after commencing construction.

3. **R103.3 RESERVED SBCO EXCLUDED**

D. SECTION R104 ADDITIONS TO EXISTING BUILDINGS

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1. **R104.1 General.** The requirements of this Appendix shall apply to all additions to existing buildings, except that only the new portions of the roof shall be required to meet the requirements of this Appendix.

SECTION 2. Climatic Findings. San Benito County consists of large areas of grass land and oak woodlands. Due to climate change these areas of combustible materials are more susceptible to fire. California has experienced conflagrations due to these types of fires. San Benito County experienced the New Idria fire during the summer of 2019. Therefore, fire code amendments more restrictive than the 2022 Fire Code are warranted.

SECTION 3. References in County forms, documents and regulations to the former adopted Title 21 of the San Benito County Code, shall be construed to apply to the most current and adopted corresponding provisions contained within Title 21 of the San Benito County Code. Any other ordinances or parts of ordinances in conflict herewith are hereby superseded and expressly repealed.

SECTION 4. Severability
If any section, subsection, sentence, clause, portion, or phrase of this ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

SECTION 5. Codification/Captions/Effective Date:
Section 1 of this ordinance shall be codified. The titles and headings of this ordinance and the sections hereunder are not part of this ordinance and shall have no effect upon the construction or interpretation of any part thereof.

SECTION 6. This ordinance shall take effect 30 days from and after the date of its passage and before the expiration of 15 days after its passage it shall be published once or a summary or a display ad shall be published, with the members voting for and against the same, in the Hollister Free Lance, a newspaper published in the County of San Benito, State of California in accordance with Government Code section 25124(b)(1).

[Continued on following page]

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PASSED AND ADOPTED by the Board of Supervisors of the County of San Benito, State of California, on this 9th day of May, 2023, by the following vote:

AYES: **5** Supervisor(s) **Sotelo, Curro, Zanger. Kosmicki, Gonzales**

NOES:**0** Supervisor(s) **None**

ABSENT OR NOT VOTING: **None**

DocuSigned by:
By: Mindy Sotelo
BCAC4A983F63409...
Mindy Sotelo,
Chair, Board of Supervisors

ATTEST:
Vanessa Delgado, Clerk of the Board

DocuSigned by:
By: Vanessa Delgado
3BEFBC2E3B23439...
Clerk of the Board

APPROVED AS TO LEGAL FORM:
Barbara J. Thompson, County Counsel

By: Joel Ellinwood
Joel Ellinwood, Assistant County Counsel

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

Dom Zanger	Kollin Kosmicki	Mindy Sotelo	Angela Curro	Bea Gonzales
District No. 1	District No. 2	District No. 3 Chair	District No. 4 Vice-Chair	District No. 5

MEETING DATE: **05/09/2023**

DEPARTMENT: CLERK OF THE BOARD

AGENDA ITEM PREPARER: Vanessa Delgado

DEPT HEAD/DIRECTOR: Vanessa Delgado

SUBJECT:

Adjourn to the next regular meeting of May 23, 2023.

AGENDA SECTION:

ADJOURNMENT

BACKGROUND/SUMMARY:

N/A

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

N/A

CONTRACT NEEDED FOR THIS ITEM:

N/A

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:
N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

No

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

No

STRATEGIC PLAN GOALS: 3. Technology

No

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

No

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

N/A

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

N/A

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

Adjourn to the next regular meeting of May 9, 2023.

BOARD ACTION RESULTS:

Adjourned per staff recommendation. (5/0 vote)

ATTACHMENTS:

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16309
a. Ratify and authorize the Executive Director of the Monterey County Workforce Development Board and the Chair of the Board of Supervisors to sign a retroactive Agreement in an amount not to exceed $999,500 between the Monterey County Workforce Development Board (MCWDB), the Santa Cruz County Workforce Development Board (SCCWDB), and the San Benito County Workforce Development Board (SBCWDB) for provision of Regional Equity and Recovery Partnerships program and grant oversight services for the period from March 7, 2023 through October 31, 2025; and
b. Approve and authorize the Executive Director of the MCWDB to sign up to three (3) amendments to the Agreement, subject to County Counsel review, so long as the amendments do not exceed 10% ($99,950) and do not substantially change the scope of work or terms of the Agreement.

PASSED AND ADOPTED on this 16th day of May 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 16, 2023.

Dated: May 22, 2023
File ID: 23-354
Agenda Item No.: 43

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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REGIONAL EQUITY AND RECOVERY PARTNERSHIPS AGREEMENT BETWEEN THE WORKFORCE DEVELOPMENT BOARDS OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES

This Agreement is made and entered into, effective the 7th day of March, 2023, by the Workforce Development Board of Santa Cruz County, hereinafter called "SCCWDB," the Workforce Development Board of San Benito County, hereinafter called "SBCWDB," and the Monterey County Workforce Development Board, hereinafter called "MCWDB," which are herein referred to collectively as the "North Central Coast Regional Planning Unit (RPU) Entities."

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014 mandated the identification of planning and service delivery regions comprised of local workforce development areas within a defined geographic region;

WHEREAS, in 2020, the California Workforce Development Board (CWDB) designated the local workforce development boards of Santa Cruz, Monterey, and San Benito counties as the "North Central Coast Regional Planning Unit" or "North Central Coast RPU," one of the 15 regional planning units within California;

WHEREAS, WIOA mandates that regional planning units engage in regional coordination resulting in the development of a regional plan, regional service delivery strategies, and regional administrative cost arrangements among its local areas;

WHEREAS, the North Central Coast RPU Entities desire to contract with one another to provide workforce development services through a $1,150,000 Regional Equity and Recovery Partnerships (RERP) grant provided by the State of California for the benefit of the residents of the North Central Coast RPU; and

WHEREAS, the North Central Coast RPU Entities desire to set forth herein the terms and conditions under which the regional workforce development services will be provided and reimbursements for the costs thereof shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **PURPOSE**
   The purpose of this Agreement is to set forth the responsibilities of the North Central Coast RPU Entities as they relate to regional workforce development activities and administration of grants from the CWDB. These activities and grants are generally funded pursuant to WIOA discretionary funding; however, the RERP is a State-funded grant and thus WIOA requirements are not applicable to the Agreement. This Agreement is intended to provide the framework for reimbursing the North Central Coast RPU Entities for the costs of regional RERP activities. MCWDB was designated by the CWDB as the fiscal agent for the North Central Coast RPU with the authority and obligation to administer regional coordination of WIOA, RERP, and other regional grants. These regional grants are intended to support regional alignment by creating a leadership

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structure that improves coordination among Local Boards, fosters local workforce development system alignment to produce demand-driven skill attainment, and enhances regional sector partnerships. Coordination and alignment of the North Central Coast RPU leadership is also intended to connect the labor force supply side with targeted sectors by aligning innovative approaches to removing employment barriers.

2. TERM

This Agreement shall be effective retroactive to March 7, 2023, and terminates on October 31, 2025, unless sooner terminated as provided herein.

3. OPERATIONAL AND FISCAL PROVISIONS

As the fiscal agent for the North Central Coast RPU, the MCWDB has been awarded $1,150,000 of RERP funding for regional case management and training services to be allocated as follows:

RERP WDB Participant Goals:	**MCWDB**	**SCCWDB**	**SBCWDB**	**TOTALS**
Numbers to be Enrolled	49	49	23	121
Numbers to be Trained	42	32	16	90
RERP Amounts Allocated to WDBs:	**MCWDB**	**SCCWDB**	**SBCWDB**	**TOTALS**
Case Management @ $3,500 ea.	$ 171,500	$ 171,500	$ 80,500	$ 423,500
Training@ $4,500 ea.	$ 189,000	$ 144,000	$ 72,000	$ 405,000
Supportive Services	$ 6,400	$ 6,400	$ 3,200	$ 16,000
Certifications	$ 18,665	$ 14,000	$ 7,335	$ 40,000
Administration Funds	$ 97,365	$ 12,000	$ 5,635	$ 115,000
Subtotals	**$ 482,930**	**$ 347,900**	**$ 168,670**	**$ 999,500**
Staff Travel	$ 1,500			$ 1,500
Regional Meetings	$ 4,500			$ 4,500
Regional Organizer	$ 64,500			$ 64,500
RERP Admin. Amount to be Allocated to North Central Coast Region Community Colleges	$ 80,000			$ 80,000
Total RERP Allocations	**$ 633,430**	**$ 347,900**	**$168,670**	**$ 1,150,000**

RERP Community College Administrative Services Allocations	**Numbers to be Trained**	**Admin. $**
Hartnell College	10	$20,000
Monterey Peninsula College	32	$20,000
Cabrillo College	32	$20,000
Gavilan College	16	$20,000
Totals	**90**	**$80,000**

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MCWDB will:

A. Coordinate and communicate on regional grant activities with the North Central Coast RPU Entities for purposes of regional project management.
B. Convene the North Central Coast RPU Entities for at least one (1) face-to-face meeting per quarter for a maximum of four (4) meetings per year.
C. Collaboratively develop funding applications, work plans, and budgets for CWDB projects that require a regional approach.
D. Provide oversight and guidance to the Regional Organizer for the North Central Coast RPU.
E. Allocate $80,000 in RERP administrative funding to the four (4) community college districts in the North Central Coast region.
F. Reimburse North Central Coast RPU Entities for all activities and services required herein as prescribed in Exhibits A-1 through A-4 and Exhibit B, specifically:

    1. Reimburse SCCWDB in the maximum amount of $347,900 for the workforce development activities and services described in Exhibit A-1, in accordance with the budget summary detailed in Exhibit B.
    2. Reimburse SBCWDB in the maximum amount of $168,670 for the workforce development activities and services described in Exhibit A-2, in accordance with the budget summary detailed in Exhibit B.

G. Retain a maximum amount of $456,065 for the workforce development activities and services described in Exhibit A-3, in accordance with the budget summary detailed in Exhibit B.
H. Retain a maximum amount of $97,365 for the fiscal agent activities and administrative costs described in Exhibit A-4, in accordance with the budget summary detailed in Exhibit B.
I. Track grant expenditures, prepare and submit reports to the CWDB, and monitor regional grant activities to ensure compliance with grant germs and conditions.

North Central Coast RPU Entities designated in this Agreement will:

A. Provide services as specified in the applicable Exhibits A-1 through A-4, in accordance with the budget summary specified in Exhibit B.
B. Conform to the nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38, as required pursuant to the CWDB's RERP agreement with MCWDB for the North Central Coast RPU Entities.
C. Use Exhibit C – Monthly Invoices for monthly reimbursement requests.

4. GENERAL PROVISIONS

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, regarding the subject matter of this Agreement. Any changes or modifications shall be accomplished only by a written amendment to the Agreement, executed by the duly authorized representatives of all parties.

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5. NOTICES

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

SANTA CRUZ COUNTY
Andy Stone, Director
Santa Cruz County
Workforce Development Board
18 West Beach Street
Watsonville, CA 95076
Email:
Andy.Stone@santacruzcounty.us
(831) 763-8824

MONTEREY COUNTY
Christopher Donnelly, Executive Director
Monterey County
Workforce Development Board
344 Salinas Street, Suite 101
Salinas, CA 93901
Email:
DonnellyC@co.monterey.ca.us
(831) 759-6644

SAN BENITO COUNTY
Enrique Arreola, Director
San Benito County
Workforce Development Board
1111 San Filipe Road, Suite 108
Hollister, CA 95023
Email: EArreola@cosb.us
(831) 637-9293

6. INDEMNIFICATION AND INSURANCE

A. Indemnification

Each North Central Coast RPU Entity shall indemnify, defend, and hold harmless the MCWDB, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by North Central Coast RPU Entities and/or their agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the MCWDB. It is the intent of the parties to this agreement to provide the broadest possible coverage for the MCWDB. The North Central Coast RPU Entities shall reimburse the MCWDB for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the North Central Coast RPU Entities are obligated to indemnify, defend and hold harmless the MCWDB under this Agreement.

The MCWDB shall indemnify, defend, and hold harmless each North Central Coast RPU Entity, their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the MCWDB and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by a North Central Coast RPU Entity. It is the intent of the parties to this Agreement to provide the broadest possible coverage for each North Central Coast RPU Entity. The MCWDB shall reimburse each North Central Coast RPU Entity for all costs, attorney's fees, expenses and liabilities incurred with respect to any

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litigation in which the MCWDB is obligated to indemnify, defend and hold harmless each North Central Coast RPU Entity under this Agreement.
The indemnification obligations established by this Agreement shall survive the termination of this Agreement. These indemnification obligations extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

B. Insurance

Evidence of Coverage**:** Prior to commencement of this Agreement, each party to this Agreement shall provide a "Certificate of Insurance" or letter of self-insurance certifying that coverage has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, each party upon request shall provide a certified copy of the policy or policies.

Each party shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement. North Central Coast RPU Entities shall send, without demand by the other parties to this Agreement, annual certificates as directed above. If the certificate is not received by the expiration date, the other parties to this agreement shall notify the North Central Coast RPU Entity which has a lapse in verification. That entity shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by any of the parties to maintain such insurance is a default of this Agreement, which entitles each of the remaining parties to this Agreement, at their sole discretion, to terminate this Agreement immediately.

7. CONSTRUCTION, SEVERABILITY, AND INTERPRETATION OF AGREEMENT

The North Central Coast RPU Entities agree that each party has fully participated in the review and drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

If any provision of this Agreement, or the application thereof to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

8. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

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9. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Local Area Service Specifications:

   A-1. Service Specifications for SCCWDB
   A-2. Service Specifications for SBCWDB
   A-3. Service Specifications for MCWDB
   A-4. Service Specifications for MCWDB (fiscal agent)

2. Exhibit B – Project Budget Summary

3. Exhibit C – Monthly Invoice for RERP Services

4. Exhibit D – RERP Work Plan

5. Exhibit E – RERP Participant Plan

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PER SIGNATURE, WE AGREE TO THE PROVISIONS OF THIS AGREEMENT.

Monterey County Board of Supervisors
Chief Elected Official
Monterey County Workforce Development Area

Chair, Monterey County Board of Supervisors — Date: 5/23/2023

Christopher Donnelly, Executive Director
Monterey County Workforce Development Board — Date: 5/23/2023

Approved as to form:

DocuSigned by:
Anne Brereton
44E083B3FBEA412...

Deputy County Counsel, Monterey County — Date: 7/27/2023 | 2:07 PM PDT

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Santa Cruz County Board of Supervisors
Chief Elected Official
Santa Cruz County Workforce Development Area

DocuSigned by:
Zach Friend
2C437165727F4FD...

Chair, Santa Cruz County Board of Supervisors

7/13/2023
Date

DocuSigned by:
Andy Stone
1890DF748E1A454...

Andy Stone, Director
Santa Cruz County Workforce Development Board

6/1/2023
Date

Approved as to form:

DocuSigned by:
Ruby Marquez
57EE5DD2EEC8447...

Deputy County Counsel, Santa Cruz County

5/31/2023
Date

Approved as to insurance:

DocuSigned by:
Enrique Salvagun
F88BB4ED1F11445...

Risk Management

5/31/2023

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San Benito County Board of Supervisors
Chief Elected Official
San Benito County Workforce Development Area

DocuSigned by:
Mindy Sotelo
BCAC4A983E63409...

5/09/2023

Chair, San Benito County Board of Supervisors — Date

4/28/23

Enrique Arreola, Director — Date
San Benito County Workforce Development Board

Approved as to form:

04/05/2023

Deputy County Counsel, County of San Benito — Date

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EXHIBIT A-1

Regional Equity and Recovery Partnerships
Santa Cruz County Workforce Development Board
Regional Service Specifications
March 7, 2023 through October 31, 2025

The Santa Cruz County Workforce Development Board (SCCWDB) will provide workforce development services in support of the Regional Equity and Recovery Partnership (RERP) grant, as specified below.

A. For the **RERP Grant**, SCCWDB will:

1. Provide RERP grant administration services in an amount not to exceed $12,000.
2. Attend monthly partner meetings with other North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
3. Oversee contracted Goodwill Industries case managers using CalJOBS as the system of record to enroll forty-nine (49) participants representing one or more of the following target populations:

    a. English Language Learners;
    b. Homeless and Housing Insecure;
    c. Immigrants;
    d. Justice-Involved Individuals;
    e. People with Disabilities;
    f. Veterans;
    g. Out-of-School Youth;
    h. First Generation College Students;
    i. Low Income Households; and
    j. Dislocated Workers.

4. Oversee the provision of direct workforce development services and participant referrals to training services that may include some or all of the following:

    a. Outreach and recruitment;
    b. Intake;
    c. Co-enrollment in WIOA;
    d. Assessment of skill levels and interests;
    e. Career exploration;
    f. Job readiness, including prevocational skills training;
    g. Work experience;
    h. Occupational skills training;
    i. On-the-Job Training;
    j. Earn and learn services, including referrals to apprenticeships;
    k. Intensive career coaching (case management);
    l. Supportive Services; and
    m. Job placement.

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5. Achieve the following RERP project goals for Site 1 in support of the State-approved RERP Participant Plan included and incorporated herein as Exhibit E:

Site 1 RERP Grant Outcomes	**Goal**
Individuals Enrolled	49
Individuals Trained	32
Individuals Completing Training	24
Attained Industry Recognized Certificate or Credential	29
Career Advancement – Promotion in Employment (Incumbent Workers)	19
Employment (New Employees)	24
Industry/Sector Employment	20
State-Approved Apprenticeship	1

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EXHIBIT A-2

Regional Equity and Recovery Partnerships
San Benito County Workforce Development Board
Regional Service Specifications
March 7, 2023 through October 31, 2025

The San Benito County Workforce Development Board (SBCWDB) will provide workforce development services in support of the Regional Equity and Recovery Partnership (RERP) grant, as specified below.

A. For the **RERP Grant**, SBCWDB will:

1. Provide RERP grant administration services in an amount not to exceed $5,635.
2. Attend monthly partner meetings with other North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
3. Oversee contracted San Benito County Health and Human Services case managers using CalJOBS as the system of record to enroll twenty-three (23) participants representing one or more of the following target populations:

    a. English Language Learners;
    b. Homeless and Housing Insecure;
    c. Immigrants;
    d. Justice-Involved Individuals;
    e. People with Disabilities;
    f. Veterans;
    g. Out-of-School Youth;
    h. First Generation College Students;
    i. Low Income Households; and
    j. Dislocated Workers.

4. Oversee the provision of direct workforce development services and referrals to training services to enrolled RERP participants that may include some or all of the following:

    a. Outreach and recruitment;
    b. Intake;
    c. Co-enrollment in WIOA;
    d. Assessment of skill levels and interests;
    e. Career exploration;
    f. Job readiness, including prevocational skills training;
    g. Work experience;
    h. Occupational skills training;
    i. On-the-Job Training;
    j. Earn and learn services, including referrals to apprenticeships;
    k. Intensive career coaching (case management);
    l. Supportive Services; and
    m. Job placement.

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5. Achieve the following RERP project goals for Site 2 in support of the State-approved RERP Participant Plan included and incorporated herein as Exhibit E:

Site 2 RERP Grant Outcomes	**Goal**
Individuals Enrolled	23
Individuals Trained	16
Individuals Completing Training	11
Attained Industry Recognized Certificate or Credential	11
Career Advancement – Promotion in Employment (Incumbent Workers)	8
Employment (New Employees)	9
Industry/Sector Employment	5
State-Approved Apprenticeship	1

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EXHIBIT A-3

Regional Equity and Recovery Partnerships
Monterey County Workforce Development Board
Regional Service Specifications
March 7, 2023 through October 31, 2025

The Monterey County Workforce Development Board (MCWDB) will provide workforce development services in support of the Regional Equity and Recovery Partnership (RERP) grant, as specified below.

A. For the **RERP Grant**, MCWDB will:

1. Convene and attend monthly partner meetings with other North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
2. Oversee contracted Turning Point of Central California's case managers using CalJOBS as the system of record to enroll ten (10) participants representing one or more of the following target populations:

    a. English Language Learners;
    b. Homeless and Housing Insecure;
    c. Immigrants;
    d. Justice-Involved Individuals;
    e. People with Disabilities;
    f. Veterans;
    g. Out-of-School Youth;
    h. First Generation College Students;
    i. Low Income Households; and
    j. Dislocated Workers.

3. Oversee the provision of direct workforce development services and referrals to training services to enrolled RERP participants that may include some or all of the following:

    a. Outreach and recruitment;
    b. Intake;
    c. Co-enrollment in WIOA;
    d. Assessment of skill levels and interests;
    e. Career exploration;
    f. Job readiness, including prevocational skills training;
    g. Work experience;
    h. Occupational skills training;
    i. On-the-Job Training;
    j. Earn and learn services, including referrals to apprenticeships;
    k. Intensive career coaching (case management);
    l. Supportive Services; and
    m. Job placement.

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4. Achieve the following RERP project goals for Sites 3 and 4 in support of the State-approved RERP Participant Plan included and incorporated herein as Exhibit E:

Site 1 RERP Grant Outcomes	**Goal**
Individuals Enrolled	49
Individuals Trained	42
Individuals Completing Training	25
Attained Industry Recognized Certificate or Credential	24
Career Advancement – Promotion in Employment (Incumbent Workers)	4
Employment (New Employees)	29
Industry/Sector Employment	21
State-Approved Apprenticeship	1

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EXHIBIT A-4

Regional Equity and Recovery Partnerships
Monterey County Workforce Development Board
Regional Service Specifications: Fiscal Agent and Administration
March 7, 2023 through October 31, 2025

The Monterey County Workforce Development Board (MCWDB) will provide fiscal agent and administrative services in support of the North Central Coast RPU's RERP activities, as specified below:

1. Provide RERP grant administrative and performance oversight services in an amount not to exceed $97,365.
2. Convene and attend monthly partner meetings with North Central Coast RPU WDB representatives and representatives of Cabrillo (Site 1), Gavilan (Site 2), Hartnell (Site 3), and Monterey Peninsula (Site 4) colleges.
3. Act as fiscal agent for RERP funds, including accepting funds; allocating funds as directed by regional agreement; ensuring that all Local Workforce Area (LWA) subrecipients in the RPU who receive funding agree to report all regional expenditures; and completing fiscal and programmatic reporting.
4. Compile and submit reports of activities, expenditures, status of cash and closeout information by specific dates as prescribed by the State.
5. Report RERP expenditures to the CWDB, process North Central Coast RPU Entity(s) reimbursement requests, and track grant funds and expenditures.
6. Review all invoices and reports received from North Central Coast RPU Entities, verify compliance with grant requirements and this Agreement, and forward all invoices for reimbursement to the Fiscal Office of the MCWDB for payment.

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EXHIBIT B

Project Budget Summary
Regional Equity and Recovery Partnerships
March 7, 2023 through October 31, 2025

RERP Amounts Allocated to WDBs:	MCWDB	SCCWDB	SBCWDB	TOTALS
Case Management @ $3,500 ea.	$ 171,500	$ 171,500	$ 80,500	$ 423,500
Training@ $4,500 ea.	$ 189,000	$ 144,000	$ 72,000	$ 405,000
Supportive Services	$ 6,400	$ 6,400	$ 3,200	$ 16,000
Certifications	$ 18,665	$ 14,000	$ 7,335	$ 40,000
Administration Funds	$ 97,365	$ 12,000	$ 5,635	$ 115,000
Subtotals	**$ 482,930**	**$ 347,900**	**$ 168,670**	**$ 999,500**
Staff Travel	$ 1,500			$ 1,500
Regional Meetings	$ 4,500			$ 4,500
Regional Organizer	$ 64,500			$ 64,500
RERP Admin. Amount to be Allocated to North Central Coast Region Community Colleges	$ 80,000			$ 80,000
Total RERP Allocations	**$ 633,430**	**$ 347,900**	**$168,670**	**$ 1,150,000**

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EXHIBIT C

Sample Invoice
Regional Equity and Recovery Partnerships
March 7, 2023 through October 31, 2025

Sample Invoice

Regional Equity and Recovery Partnerships 2023-25

Monterey County Workforce Development Board

c/o Fiscal Manager
344 Salinas St., Ste. 101

Salinas, CA 93901

Invoice #: 100

Date:

Expenditure for the month of: Jul-23

Agency:
Name of Agency here
Address of agency here
City, State, Zip code

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
A. Salaries and Fringe Benefits					
Case Manager Salaries	$0.00	$0.00	$0.00	$0.00	0%
Case Manager Fringe Benefits	$0.00	$0.00	$0.00	$0.00	0%
B. Other Operating					
Other (Specify)	$0.00	$0.00	$0.00	$0.00	0%
C. Direct Participant Costs					
Training	$0.00	$0.00	$0.00	$0.00	0%
Supportive Services	$0.00	$0.00	$0.00	$0.00	0%
Certifications	$0.00	$0.00	$0.00	$0.00	0%
Subtotal Direct Participant Costs	$0.00	$0.00	$0.00	$0.00	0%
D. Indirect Costs/Administration	$0.00	$0.00	$0.00	$0.00	0%
TOTAL BUDGET	$0.00	$0.00	$0.00	$0.00	0%

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

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EXHIBIT D

WORK PLAN

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 1: Finalize any Agreements with Santa Cruz County WDB and Cabrillo College so course enrollments can begin for semester starting in January 2023.	12/31/2022
Site 1: Regionwide meeting with all stakeholders to review any questions/concerns prior to January roll-out of project.	12/31/2022
Site 1: Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 1: Enroll and implement 1st cohort of classes at Cabrillo College.	3/31/2023
Site 1: Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2022
Quarter 3: April 1, 2023 - June 30, 2023	
Site 1: Visit site with participants enrolled.	6/30/2023
Site 1: Hold Stakeholders meeting to gain understanding of progress in course selections.	6/30/2023
Site 1: Discuss quarter end accomplishment expectations.	6/30/2023
Site 1: Hold Zoom meeting with Service Provider, review CalJOBs to determine where technical assistance may be needed.	6/30/2023
Site 1: MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	
Site 1: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda.	9/30/2023
Site 1: Cohorts for Fall classes promoted.	9/30/2023
Site 1: Begin courses in Qtr 4 for IT Institute (7/5/23).	9/30/2023
Site 1: Enrollment to cohorts and with Service Providers for CalJOBs tracking.	9/30/2023
Site 1: MIS to run reports for Quarter 3.	9/30/2023

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WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 1: Quarterly reporting completed for Quarter 3.	9/30/2023
Site 1: Monitor of Service Provider to ensure data entry accuracy in CalJOBs.	9/30/2023
Quarter 5: October 1, 2023 - December 31, 2023	
Site 1: Course curriculum to continue this quarter.	12/31/2023
Site 1: MIS to run reports for Quarter 4 and to provide Administration information on all data entry to date.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
Site 1: Another round of IT Institute (1/31/24) and Phlebotomy (1/22/24) for students desirious of learning skills through Cabrillo.	3/31/2023
Site 1: Fiscal Agent to monitor program service provider to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024.	3/31/2023
Site 1: Internal Audit of fiscal/Admin files to ensure all expenditures to date are accounted for.	3/31/2023
Site 1: MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 1: Visit all sites with participants enrolled.	6/30/2024
Site 1: Hold Stakeholders meeting to determine progress in course selections.	6/30/2024
Site 1: Discuss quarter end accomplishment expectations.	6/30/2024
Site 1: Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed.	6/30/2024
Site 1: MIS to run reports for Quarter 6.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	
Site 1: No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall.	9/30/2024
Site 1: Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Cabrillo College may need to add based on continued Industry needs.	9/30/2024

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 1: Outreach to service provider to ensure they are up to date with data entries, offer technical assistance where requested.	9/30/2024
Site 1: MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	
Site 1: Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed.	12/31/2024
Site 1: MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 1: to hold IT Institute 11 week course 2/1/2025 in Q10 with up to 15 participants should there be interest from students and Industry.	3/31/2025
Site 1: MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Prepare **Site 1** for grant ending September 30, 2025.	6/30/2025
Site 1: Fiscal Agent to hold meetings with Cabrillo site for any additional technical assistance as grant winds down.	6/30/2025
Site 1: Fiscal Agent to hold meetings with all service providers to ensure all data entry to CalJOBs is up to date and accurate.	6/30/2025
Site 1: Technical Assistance available for any participants to grant.	6/30/2025
Site 1: MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	
Site 1: Close out of all participants not previously closed out and in follow-up services.	9/30/2025
Site 1: Final monitoring of service provider CalJOBs data entry enrollments,	9/30/2025
Site 1: Audit of financials to ensure all invoicing and leverage/match is	9/30/2025
Site 1: Final close-out	9/30/2025

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WORK PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 2: Finalize any Agreements with San Benito County WDB and Gavilan College so course enrollments can begin for semester starting in January 2023. **Site 2:** Regionwide meeting with all stakeholders to review any questions/concerns prior to January roll-out of project. **Site 2:** Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 2: Enroll and implement 1st cohort of classes with Gavilan College. **Site 2:** Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2023
Quarter 3: April 1, 2023 - June 30, 2023	
Site 2: Visit all sites with participants enrolled. **Site 2:** Hold Stakeholders meeting to gain understanding of progress in course selections. **Site 2:** Discuss quarter end accomplishment expectations. **Site 2:** Gavilan will offer accelerated Medical Assisting curriculum with 144 hours of instruction and 120 hours of internship beginning 6.11.23 through 10.29.23 for up to 10 participants. **Site 2:** Hold Zoom meetings with Service Providers, review CalJOBs to determine where technical assistance may be needed. **Site 2:** MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 2: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda. **Site 2** to hold Welding, Phlebotomy and Cyber Security curriculum for up to 15 participants (5 per curriculum). **Site 2:** Enrollment to cohorts and with Service Providers for CalJOBs tracking. **Site 2:** MIS to run reports for Quarter 3. Quarterly reporting completed for Quarter 3. **Site 2:** Monitor of Service Providers to ensure data entry accuracy in CalJOBs.	9/30/2023
Quarter 5: October 1, 2023 - December 31, 2023	
Site 2: MIS to run reports for Quarter 4.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
Site 2: Fiscal Agent to monitor program service providers to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024. **Site 2:** Internal Audit of Fiscal/Admin files to ensure all expenditures to date are accounted for. **Site 2:** MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 2: Visit site with participants enrolled. **Site 2:** Hold Stakeholders meeting to determine progress in course selections. **Site 2:** Discuss quarter end accomplishment expectations. **Site 2:** Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall. Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Gavilan College may need to add based on continued Industry needs. Outreach to service provider to ensure they are up to date with data entries, offer technical assistance where requested. MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	
Site 2: Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed. **Site 2:** MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 2: To offer Welding and Cyber Security in Q10 beginning 1.29.25 through 5.29.25 for up to 5 individuals (or more dependent on prior successful enrollments/completions). **Site 2:** MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Prepare **Site 2** for grant ending September 30, 2025. **Site 2:** Fiscal Agent to hold meetings with site for any additional technical assistance as grant winds down. **Site 2:** Fiscal Agent to hold meetings with all service providers to ensure all data entry to CalJOBs is up to date and accurate. **Site 2:** Technical Assistance available for any participants to grant. **Site 2:** MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 2: Close out of all participants not previously closed out and in follow-up services. **Site 2:** Final monitoring of service providers CalJOBs data entry enrollments, actiities and follow-up services. **Site 2:** Audit of financials to ensure all invoicing and leverage/match is submitted prior to grant term. **Site 2:** Final close-out documnts requirements sent to all paticipating in project so Fiscal/Admin can begin work on close-out documents. **Site 2:** MIS to run final reports for grant close-out.	9/30/2025

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WORK PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 3: Finalize any Agreements with Hartnell College in Monterey County and Project operators so course enrollments can begin for semester starting in January 2023. **Site 3:** Regionwide meeting with all stakeholders to review any questions/concerns prior to January roll-out of project. **Site 3:** Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 3: Enroll and implement 1st cohort of classes with Hartnell College. **Site 3:** Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2023
Quarter 3: April 1, 2023 - June 30, 2023	
Site 3: Visit site with participants enrolled. **Site 3:** Hold Stakeholders meeting to gain understanding of progress in course selections. **Site 3:** Discuss quarter end accomplishment expectations. **Site 3:** Hold Zoom meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed. **Site 3:** MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	
Site 3: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda. **Site 3:** Cohorts for Fall classes promoted. Site 3 to begin courses in Qtr 4 for IT Institute (7/5/23). **Site 3:** Enrollment to cohorts and with Service Providers for CalJOBs tracking. Quarterly reporting completed for Quarter 3. **Site 3:** Monitor of Service Providers to ensure data entry accuracy in CalJOBs.	9/30/2023

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WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 5: October 1, 2023 - December 31, 2023	
Site 3 will offer Welding and Mechatronics during this quarter with up to 10 participants going through CE training (8/28/23). **Site 3:** MIS to run reports for Quarter 4.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
New cohort to begin for Spring 2024 in **Site 3:** Welding and Mechatronics. **Site 3:** Fiscal Agent to monitor program service providers to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024. **Site 3:** Internal Audit of fiscal/Admin files to ensure all expenditures to date are accounted for. **Site 3:** MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 3: Visit all sites with participants enrolled. **Site 3:** Hold Stakeholders meeting to determine progress in course selections. **Site 3:** Discuss quarter end accomplishment expectations. **Site 3:** Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed. **Site 3:** MIS to run reports for Quarter 6.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	
Site 3: No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall. **Site 3:** Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Community Colleges may need to add based on continued Industry needs. Outreach to service providers across region to ensure they are up to date with data entries, offer technical assistance where requested. **Site 3:** MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed. MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 3: No new enrollments this quarter. **Site 3:** MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Site 3: Prepare Site Site 3 for grant ending September 30, 2025. **Site 3:** Fiscal Agent to hold meetings for any additional technical assistance as grant winds down. **Site 3:** Fiscal Agent to hold meetings with service providers to ensure all data entry to CalJOBs is up to date and accurate. **Site 3:** Technical Assistance available for any participants to grant. **Site 3:** MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	
Site 3: Close out of all participants not previously closed out and in follow-up services. **Site 3:** Final monitoring of service providers CalJOBs data entry enrollments, actiities and follow-up services. **Site 3:** Audit of financials to ensure all invoicing and leverage/match is submitted prior to grant term. **Site 3:** Final close-out documnts requirements sent to all paticipating in project so Fiscal/Admin can begin work on close-out documents. **Site 3:** MIS to run final reports for grant close-out.	9/30/2025

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WORK PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Quarter 1: December 2022 (1 month only)	
Site 4: Finalize any Agreements with Monterey Peninsula College and Project operators so course enrollments can begin for semester starting in January 2023. **Site 4:** Meeting with stakeholders to review any questions/concerns prior to January roll-out of project. **Site 4:** Contractual Agreements with Monterey County Services Providers.	12/31/2022
Quarter 2: January 1, 2023 - March 31, 2023	
Site 4: Enroll and implement 1st cohort of classes across region with all 4 Colleges including Cabrillo, Gavilan, Hartnell and Monterey Peninsula College. **Site 4:** Determine mid-way through quarter whether Summer Cohort of classes should be offered.	3/31/2023
Quarter 3: April 1, 2023 - June 30, 2023	
Site 4: Visit all sites with participants enrolled. **Site 4:** Hold Stakeholders meeting to gain understanding of progress in course selections. **Site 4:** Discuss quarter end accomplishment expectations. **Site 4:** Hold Zoom meetings with Service Providers, review CalJOBs to determine where technical assistance may be needed. **Site 4:** MIS to run reports for Quarter 2.	6/30/2023
Quarter 4: July 1, 2023 - September 30, 2023	

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WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 4: Work with Stakeholders/Employers for Certificate completion and graduation of programs curricula and agenda. **Site 4:** Enrollment to cohorts and with Service Providers for CalJOBs tracking. **Site 4:** MIS to run reports for Quarter 3. Quarterly reporting completed for Quarter 3. **Site 4:** Monitor of Service Providers to ensure data entry accuracy in CalJOBs.	9/30/2023
Quarter 5: October 1, 2023 - December 31, 2023	
Site 4 will offer Culinary/Baking & Pastry curricula in this quarter (10/10/23). **Site 4:** Anticipated 10-15 particicpants for this curriculum. **Site 4:** MIS to run reports for Quarter 4.	12/31/2023
Quarter 6: January 1, 2024 - March 31, 2024	
Site 4: Site will offer Community Health Worker curricula in this quarter. **Site 4:** Fiscal Agent to monitor program service providers to ensure all data entry and activities have been entered to CalJOBS to date by quarter end of March 31, 2024. **Site 4:** Internal Audit of fiscal/Admin files to ensure all expenditures to date are accounted for. **Site 4:** MIS to run reports for Quarter 5.	3/31/2023
Quarter 7: April 1, 2024 - June 30, 2024	
Site 4: Visit site with participants enrolled. Site 4: Hold Stakeholders meeting to determine progress in course selections. **Site 4:** Discuss quarter end accomplishment expectations. **Site 4:** Hold meetings with Service Provider, review CalJOBs to determine where technical assistance may be needed. **Site 4:** MIS to run reports for Quarter 6.	6/30/2024
Quarter 8: July 1, 2024 - September 30, 2024	

WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 4: No new course offerings anticipated during Summer 2024, however that could change depending on # of enrollees to date to meet desired enrollments overall. **Site 4:** Advisory Committee/Stakeholders to meet to review accomplishments to date, what courses Community Colleges may need to add based on continued Industry needs. **Site 4:** Outreach to service providers across region to ensure they are up to date with data entries, offer technical assistance where requested. **Site 4:** MIS to run reports for Q7.	9/30/2024
Quarter 9: October 1, 2024 - December 31, 2024	
Site 4: Forestry Corps Training Program start up 10/1/24 for 20 weeks. Anticipate up to 15 students. This is in high demand by Industry so anticipate enrollments will come from all 3 counties in region. **Site 4:** Fiscal Agent to visit sites during quarter to support all curriculums and offer any technical assistance that may be needed. **Site 4:** MIS to run reports for Quarter 8.	12/31/2024
Quarter 10: January 1, 2025 - March 31, 2025	
Site 4: Continued course curricula in Culinary/Baking & Pastry and Community Health Worker this quarter. **Site 4:** MIS to run reports for Q9.	3/31/2025
Quarter 11: April 1, 2025 - June 30, 2025	
Prepare **Site 4** for grant ending September 30, 2025. **Site 4:** Fiscal Agent to hold meetings for any additional technical assistance as grant winds down. **Site 4:** Fiscal Agent to hold meetings with all service providers to ensure all data entry to CalJOBs is up to date and accurate. **Site 4:** Technical Assistance available for any participants to grant. **Site 4:** MIS to run reports for Q10.	6/30/2025
Quarter 12: July 1, 2025 - September 30, 2025	

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WORK PLAN
(Standard Agreement)

Grant Workplan (Activities & Outcomes) If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc… For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project	**Estimated Completion Dates**
Site 4: Close out of all participants not previously closed out and in follow-up services. **Site 4:** Final monitoring of service providers CalJOBs data entry enrollments, actiities and follow-up services. **Site 4:** Audit of financials to ensure all invoicing and leverage/match is submitted prior to grant term. **Site 4:** Final close-out documnts requirements sent to all paticipating in project so Fiscal/Admin can begin work on close-out documents. **Site 4:** MIS to run final reports for grant close-out.	9/30/2025

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EXHIBIT E
PARTICIPANT PLAN
(Standard Agreement)

Fiscal Agent:	Monterey County Workforce Development Board
Regional Planning Unit:	Northern Central Coast RPU
Project Name:	Monterey Bay Collaborative

For RPUs with less than five Local Boards - include the totals for entire project. Breakdowns will be captured on other exhibits.

For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, then the amounts should only include your totals (not the whole project for the RPU).

	Q1 12/2022 (1 month)	Q2 1/1/23 - 3/31/23	Q3 4/1/23 - 6/30/23	Q4 7/1/23 - 9/30/23	Q5 10/1/23 - 12/31/23	Q6 1/1/24 - 3/31/24	Q7 4/1/24 - 6/30/24	Q8 7/1/24 - 9/30/24	Q9 10/1/24 - 12/31/24	Q10 1/1/25 - 3/31/25	Q11 4/1/25 - 6/30/25	Q12 7/1/25 - 9/30/25	**TOTALS**
Participants to be Served													
Individuals Enrolled	**0**	**40**	**40**	**60**	**60**	**105**	**105**	**115**	**115**	**121**	**121**	**121**	**121**
Training													
Enrolled in Training	0	28	28	39	39	56	56	70	70	70	87	87	**87**
Completed Training	0	0	0	21	21	21	42	42	50	50	60	60	**60**
Attained Industry-Identified Certificate or Credential	0	0	0	15	15	21	21	43	43	54	54	64	**64**
Placement													
Postsecondary Education	**0**	**0**	**0**	**0**	**2**	**4**	**4**	**4**	**4**	**7**	**7**	**10**	**10**
State-Approved Apprenticeship	**0**	**0**	**0**	**0**	**1**	**1**	**2**	**2**	**2**	**2**	**2**	**3**	**3**
Career Advancement - Promotion in Employment (Incumbent Workers)	0	0	0	5	5	5	12	12	24	24	31	31	31
Employment (New Employees) Add breakdown below	**0**	**0**	**0**	**15**	**15**	**15**	**27**	**27**	**40**	**50**	**50**	**62**	**62**
Industry/Sector New Employment (placed in industry trained for)	0	0	0	14	14	14	21	21	35	35	39	46	46
Non-Industry/Sector New Employment (Other)	0	0	0	1	1	4	5	6	6	7	7	8	8

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COUNTY OF SANTA CRUZ

PERSONNEL DEPARTMENT
RISK MANAGEMENT
701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073
(831) 454-2600 FAX: (831) 454-2245 TDD: 711
ENRIQUE SAHAGUN, RISK MANAGER

July 18, 2023

Elizabeth A. Kaylor
County of Monterey and
Monterey County Workforce Development Board
344 Salinas Street, Suite 101
Salinas, CA. 93901

Re: Insurance

To Whom It May Concern:

This letter will certify that the County of Santa Cruz is self insured for all risks typically associated with Comprehensive General and Auto Liability coverage up to $1 million. The County purchases an excess liability insurance policy for an amount above $1 million. Additionally, the County is self insured for Workers Compensation in accordance with the statutory requirements of the State of California.

The County of Monterey and the Monterey County Workforce Development Board are included as additional covered parties, but only insofar as the terms and conditions of the Regional Equity and Recovery Partnership (RERP) Agreement between Santa Cruz County and the Monterey County Workforce Development Board (MCWDB) for provisions of RERP services for the term of March 7, 2023 through October 31, 2025.

Section 990 of the Government code of the State of California authorizes local public entities to insure these risks and Section 990.4 provides that self insurance is one of the acceptable forms of such insurance.

Should you have any questions or concerns, please contact me directly at (831) 454-2251.

Sincerely,

RISK MANAGEMENT

Enrique Sahagun
Risk Manager

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COUNTY OF SAN BENITO

ADMINISTRATIVE OFFICE

481 FOURTH STREET, HOLLISTER, CA 95023 (831) 636-4000 FAX: (831) 636-4010 WWW.COSB.US

RAY ESPINOSA, **COUNTY ADMINISTRATIVE OFFICER**

Henie Ring	Ramon Aban	Dulce Alonso	Graciela Rodriguez	Lorena Moreno
Human Resources Manager	**Budget Officer**	**Sr. Admin. Analyst**	**Assoc. Admin. Analyst**	**Executive Assistant**

June 24, 2023

TO WHOM IT MAY CONCERN:

Certificate Holder: Elizabeth A. Kaylor
County of Monterey and
Monterey County Workforce Development Board
344 Salinas Street, Suite 101
Salinas, CA. 93901

Additional Insured:

The County of Monterey and the Monterey County Workforce Development Board are included as additional covered parties, but only as respects the Regional Equity and Recovery Partnerships (RERP) agreement with the Monterey County Workforce Development Board (MCWDB) and Contractors for the provision of RERP services for the term of March 7, 2023 through October 31, 2025.

The County of SAN BENITO is self-insured under the State of California Government Code Section 990.4 for the lines of coverage and in the amount required by contract or agreement.

This letter confirms our intent to treat the above-named entities as *"Additional Insured"*. The County meets all State requirements for self-insured and complies with all State of

California rules and regulations for self-insured entities.

The County of SAN BENITO maintains an adequate reserve for claims; the County is also audited annually by an independent firm.

Please do not hesitate to contact me at your convenience if you have any additional questions and/or concerns regarding this matter.

Sincerely

Enrique Arreola

Deputy Director, CSWD

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AMENDMENT TO CONTRACT
#5

The County of San Benito ("COUNTY") and Best Best & Krieger LLP ("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 19, 2021.

b. Prior Amendments. (Check one.)
[ ] The initial contract previously has not been amended.
[X] The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 14, 2021, January 25, 2022, June 28, 2022, and December 16, 2022

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.)
[X] The term of the original contract is not modified.
[ ] The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)
[ ] The services specified in the original contract (Exhibit 1) are not modified.
[X] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[X] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:
(Insert modified or new services.)

Where City is mentioned, this term shall mean "County of San Benito". Where the "City Clerk" is mentioned, this term shall mean "Clerk of the Board".

[ ] 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.)

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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.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

The original contract is hereby amended to add an additional $40,000.00 for a total contract amount not to exceed $230,000.00.

[ ] 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.)

[X] There are no additional terms of compensation.

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

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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

DocuSigned by:
Christine Wood
34D2CC45D1D64AF...

6/5/2023

Christine N. Wood — Date
Best Best & Krieger LLP

COUNTY

DocuSigned by:
BCAC4A983F63409...

5/09/2023

Mindy Sotelo — Date
Chair of the Board of Supervisors, San Benito County

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

04/18/2023

Ekam Brar — Date
Deputy County Counsel, San Benito County

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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.)