COUNTY OF SANTA CRUZ BOARD OF SUPERVISORS
REGULAR MEETING AGENDA
Governmental Center Building
701 Ocean Street, Room 525, Santa Cruz, CA

January 29, 2019

<table>
<thead>
<tr>
<th>Time</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00</td>
<td>Call to Order</td>
</tr>
<tr>
<td>10:15</td>
<td>Recess</td>
</tr>
<tr>
<td>10:30</td>
<td>Public Comment</td>
</tr>
<tr>
<td>10:30</td>
<td>Scheduled and Regular Departmental Items</td>
</tr>
<tr>
<td>12:00</td>
<td>Lunch</td>
</tr>
<tr>
<td>9:00</td>
<td>Consent Agenda</td>
</tr>
<tr>
<td>10:30</td>
<td>Scheduled and Regular Departmental Items</td>
</tr>
</tbody>
</table>

**NOTE:** Updates, revisions and additional materials for this agenda will be published on the County's website, Board of Supervisors Meeting Portal, at: https://santacruzcountyca.iqm2.com

Agenda documents are available for review in person at the office of the Clerk of the Board, Government Center, 5th Floor, 701 Ocean Street, Rm 520; and electronically on the County’s website, at: www.santacruzcounty.us. Board of Supervisors meetings are televised live on Community Television of Santa Cruz County, at: www.communitytv.org/watch/.

To comment on individual agenda items, visit the Board’s Meeting Portal web page at: www.santacruzcountyca.iqm2.com. Select the meeting date and click on the icon next to an item. Comments must be received before 5:00 p.m. the day before the meeting to be included with agenda materials. Comments received after 5:00 p.m. and before 8:30 a.m. on meeting day will be included in the minutes record. For additional information, call the Clerk of the Board’s office at 454-2323 (TTY/TDD call 711).

CONSENT AGENDA

Consent items include routine business that does not call for discussion. One roll call vote is taken for all items. Only a Board Member may pull items from Consent to Regular agenda. Members of the public must request that a Board Member pull an item from the Consent Agenda prior to the start of the meeting. Staff is available to address public concerns Monday through Friday, 8:00 a.m. to 5:00 p.m.

TRANSLATION SERVICES/SERVICIOS DE TRADUCCION

Spanish language translation is available on an as needed basis. Please make advance arrangements at Clerk of the Board, Room 520, 701 Ocean St., Santa Cruz; or by telephone at (831) 454-2323. Las sesiones de la Mesa Directiva de los Supervisores del Condado pueden ser traducidas del inglés al español y del español al inglés. Por favor haga arreglos anticipadamente con la Secretaría de la Mesa Directiva de los Supervisores en el cuarto número 520, 701 Ocean St., Santa Cruz; o por teléfono al número (831) 454-2323.

ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

The County of Santa Cruz does not discriminate on the basis of disability, and no person shall, by reason of a disability, be denied the benefits of its services, programs, or activities. The Board of Supervisors’ Chambers, located at 701 Ocean Street, Room 525, Santa Cruz, California, is an accessible facility. If you are a person with a disability and wish to attend the meeting and you require special assistance in order to participate, please contact the Clerk of the Board at (831) 454-2323 [TTY: call 711] at least 72 hours in advance of the meeting to make arrangements. Persons with disabilities may request a copy of the agenda in an alternative format.

As a courtesy to those affected, please attend the meeting smoke and scent free.
INTRODUCTORY ITEMS

1. CALL TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF LATE ADDITIONS TO THE AGENDA; ADDITIONS AND DELETIONS TO CONSENT AND REGULAR AGENDAS

4. ANNOUNCEMENT BY BOARD MEMBERS OF ITEMS REMOVED FROM CONSENT TO REGULAR AGENDA

5. PUBLIC COMMENT

Any person may address the Board during its Public Comment period. Speakers must not exceed three (3) minutes in length or the time limit established by the Chair, and individuals may speak only once during Public Comment. All Public Comments must be directed to an item listed on today's Consent Agenda, Closed Session Agenda, yet to be heard on Regular Agenda, or a topic not on the agenda that is within the jurisdiction of the Board. Board members will not take actions or respond immediately to any public communication presented regarding topics not on the Agenda but may choose to follow up later, either individually, or on a subsequent Board of Supervisor's Agenda. Public Comments will normally be received by the Board for a period not to exceed thirty (30) minutes. If, at the end of this period, additional persons wish to address the Board, the Public Comment period may be continued to the last item on the Agenda.

6. ACTION ON THE CONSENT AGENDA (ITEMS 11-46)

REGULAR AGENDA

Scheduled and Regular Departmental Items - 9:00 AM or thereafter

7. Public hearing to consider resolution amending the Unified Fee Schedule to reduce the fee for a year-round Special Event Organizer from $380 to $190 for events concurrent with Certified Farmers' Markets, as outlined in the memorandum of the Director of Health Services
   a. Resolution - UFS Revisions
   b. Fee Changes Table and Worksheet: UFS Revision

Regarding public hearing items: If any person challenges an action taken on the foregoing matter(s) in court, they may be limited to raising only those issues raised at the public hearing described in this notice or in written correspondence delivered to the Board of Supervisors at or prior to the public hearing.

The time limit for seeking judicial review of any decision approving or denying an application for a permit, license or other entitlement, or revoking a permit, license or other entitlement is governed by Code of Civil Procedure Section 1094.6 and is no later than the 90th day following the date on which the decision is made (unless a shorter time limit is specified for the type of action by State or Federal law, in which case the shorter time limit shall apply).
8. Consider ordinance repealing Chapters 2.28, 2.30, and 4.09 and Sections 4.04.090, 4.26.160, and 4.26.170 of the Santa Cruz County Code and amending Chapters 2.14, 2.66, 2.82, 4.04, 4.08, 4.22, 4.26, 5.08, 5.16, 5.20, 5.24, 5.26, and 5.46 of the Santa Cruz County Code to correct typographical errors, address organizational issues, align the code with changes to State law, delete unnecessary material, and make additional miscellaneous changes, as outlined in the memorandum of County Counsel
   a Ordinance (Exhibit A)
   b Exhibit B -- Code Update 2.14 (Strike-Out Underline)
   c Exhibit C -- Code Update 2.28 (Strike-Out Underline)
   d Exhibit D -- Code Update 2.30 (Strike-Out Underline)
   e Exhibit E -- Code Update 2.66 (Strike-Out Underline)
   f Exhibit F -- Code Update 2.82 (Strike-Out Underline)
   g Exhibit G -- Code Update 4.04 (Strike-Out Underline)
   h Exhibit H -- Code Update 4.08 (Strike-Out Underline)
   i Exhibit I -- Code Update 4.09 (Strike-Out Underline)
   j Exhibit J -- Code Update 4.22 (Strike-Out Underline)
   k Exhibit K -- Code Update 4.24 (Strike-Out Underline)
   l Exhibit L -- Code Update 4.26 (Strike-Out Underline)
   m Exhibit M -- Code Update 5.08 (Strike-Out Underline)
   n Exhibit N -- Code Update 5.16 (Strike-Out Underline)
   o Exhibit O -- Code Update 5.20 (Strike-Out Underline)
   p Exhibit P -- Code Update 5.24 (Strike-Out Underline)
   q Exhibit Q -- Code Update 5.26 (Strike-Out Underline)
   r Exhibit R -- Code Update 5.46 (Strike-Out Underline)

9. Consider final appointment of Steve Auten to the Resource Conservation District Board of Directors, as an at-large representative, for a term to expire November 25, 2020 (nomination accepted January 15, 2019)
10:30 AM - SCHEDULED ITEM

10. Public hearing to consider Application No. 181094 (Habitat for Humanity) a Subdivision, Planned Unit Development and Residential Development Permit for an 11-unit affordable housing project at 2340 Harper Street; accept the determination that the project is exempt in accordance with the California Environmental Quality Act (CEQA), and take related actions, as outlined in the memorandum of the Planning Director
   a Planning Commission Resolution 2018-06
   b Ordinance granting Planned Unit Development (APN 029-171-05)
   c Planning Commission Dec 12, 2018 Staff Report and Exhibits
   d Planning Commission Dec 12, 2018 Staff Report (web link)
   e Additional Public Correspondence
   f Planning Commission minutes for November 14, 2018
   g Planning Commission minutes for December 12, 2018

Regarding public hearing items: If any person challenges an action taken on the foregoing matter(s) in court, they may be limited to raising only those issues raised at the public hearing described in this notice or in written correspondence delivered to the Board of Supervisors at or prior to the public hearing.

The time limit for seeking judicial review of any decision approving or denying an application for a permit, license or other entitlement, or revoking a permit, license or other entitlement is governed by Code of Civil Procedure Section 1094.6 and is no later than the 90th day following the date on which the decision is made (unless a shorter time limit is specified for the type of action by State or Federal law, in which case the shorter time limit shall apply).
CONSENT AGENDA

Consent items include routine business that does not call for discussion. One roll call vote is taken for all items. Only a Board Member may pull items from Consent to Regular agenda. Members of the public must request that a Board Member pull an item from the Consent Agenda prior to the start of the meeting. Staff is available to address public concerns Monday through Friday, 8:00 a.m. to 5:00 p.m.

General Government

11. APPROVAL OF MINUTES
    Board of Supervisors - Regular Meeting - Jan 15, 2019 9:00 AM

12. Accept claims as approved by the Auditor-Controller-Treasurer-Tax Collector

13. Approve the reading by title of any ordinance considered for adoption that may appear on this agenda, and further waive a detailed reading of said ordinance, as recommended by County Counsel

14. Accept the Treasurer's Investment Transaction Report for the month of December, 2018, as recommended by the Auditor-Controller-Treasurer-Tax Collector

15. Accept and file the Comprehensive Annual Financial Report (CAFR) and the Single Audit Report for the fiscal year ended June 30, 2018, as recommended by the Auditor-Controller-Treasurer-Tax Collector

16. Accept the 2018 Annual Report on Applications for Tax Penalty Relief, as recommended by the Auditor-Controller-Treasurer-Tax Collector

17. Authorize the Treasurer-Tax Collector to sign the services agreement between Brink's U.S., a Division of Brink's, Incorporated and the County of Santa Cruz, and related statement of work for armored transportation services in the amount of approximately $24,500 in total for a three-year term, as recommended by the Auditor-Controller-Treasurer-Tax Collector

18. Approve request for transfer of appropriations in the amount of $8,000 within the General Services Building Equipment Maintenance Budget, and approve the purchase of a new air conditioning unit for the Blaine Street Facility, as recommended by the Director of General Services

19. Award contract to ICMA-RC for Record-keeper and Third-Party Administration services for the County of Santa Cruz 457 Deferred Compensation Program, as recommended by the Deferred Compensation Commission and County Administrative Officer
Consent items, continued

20. Approve a revenue agreement with the Scotts Valley Police Department, University of California Santa Cruz Police Department and Capitola Police Department in the amount of $6,328.44 for a virtual private network, and take related actions, as recommended by the Director of Information Services

21. Adopt resolution in support of H.R. 530, to rescind Federal Communications Commission (FCC) regulations related to 5G expansion, as recommended by Supervisor Leopold

22. Direct County staff to return to the Board of Supervisors on or before March 26, 2019, with proposed code revisions and a procurement process in support of shared-mobility or mobility as a service using the right-of-way, as recommended by Supervisor Friend and Supervisor Leopold

23. Adopt resolution endorsing the declaration of a climate emergency and requesting regional collaboration on a mobilization effort to restore a safe climate, as recommended by Supervisor Leopold and Supervisor Coonerty

24. Approve appointment of Louis Tuosto as the Fourth District alternate appointee of the Planning Commission, for a term to expire January 7, 2023, as recommended by Supervisor Caput

25. Approve reappointment of Silvia Austerlic to the Community Action Board, as an alternate to Supervisor Coonerty, for a term to expire January 3, 2022, as recommended by Chair Coonerty

26. Approve the amended Conflict of Interest Code for the Soquel Creek Water District, adopted by the District Board of Directors on September 4, 2018, as recommended by Chair Coonerty

27. Approve appointment of members of the Board of Supervisors to various agencies, committees and commissions for calendar year 2019, and take related actions, as recommended by Chair Coonerty

Public Safety & Justice

28. Defer report on recommendations for reducing the number of people held in jail before trial to before the end of March 2019, as recommended by the Chief Probation Officer
Consent items, continued

Health & Human Services

29. Adopt resolution approving submission of the Mental Health Services Act 2018-2019 Annual Update report, which provides a programmatic funding plan to the Mental Health Services Oversight and Accountability Commission of the State Department of Health Care Services, and take related actions, as recommended by the Director of Health Services

30. Adopt resolution authorizing the Health Services Agency, in partnership with the Planning Department, to provide supportive services as part of MidPen Housing’s application to the No Place Like Home program, as recommended by the Director of Health Services and the Director of Planning

31. Accept and file status update for the Homeless Outreach, Proactive Engagement and Services (HOPES) Team services and evaluation plan, direct the Health Services Agency to provide an annual outcome report in September 2019, and take related actions, as recommended by the Director of Health Services

32. Accept and file project report on the renovation of the former Harbor Veterinarian building located at 2250 Soquel Avenue, Santa Cruz, and direct the Health Services Agency to work with the General Services Department and return during 2019 budget hearings with recommendations for development of the site, as recommended by the Director of Health Services

33. Adopt resolution accepting unanticipated revenue in the amount of $3,735 from the Children’s Trust Fund; approve amendments to agreements with Meridian Psychotherapy Group in the amount of $4,782, for a new total amount of $53,151, and with United Way of Santa Cruz County in the amount of $3,735, for a new total amount of $36,545; and take related actions, as recommended by the Director of Human Services

34. Approve reallocation of Collective of Results and Evidence-based (CORE) Investments unexpended funding in the amount of $114,525 for non-profit technical assistance and $140,000 for substance use disorder services; adopt resolution accepting unanticipated revenue in the amount of $15,000 from the City of Santa Cruz and First 5 Santa Cruz County; approve transfer of appropriations in the amount of $15,000 from the Health Services Agency to the Human Services Department; approve amendment to agreement with Optimal Solutions in the amount of $80,150, for a new total of $141,150, to provide Phase 3 CORE Investments consulting services; direct the Human Services Department to return in June 2019 with a report on Phase 3; and take related actions, as recommended by the Director of Human Services
Consent items, continued

35. Approve revisions to In-Home Supportive Services Advisory Commission bylaws to increase number of annual meetings and to incorporate current non-discrimination language, as recommended by the Director of Human Services

**Land Use & Community Services**

36. Approve agreement with the California Department of Food and Agriculture for the Bee Safe Program to conduct outreach and education, adopt resolution accepting unanticipated revenue in the amount of $3,717, and take related actions, as recommended by the Agricultural Commissioner

37. Approve agreement with the California Department of Food and Agriculture CalCannabis Division for cannabis cultivation licensing compliance inspections, adopt resolution accepting unanticipated revenue in the amount of $7,000, and take related actions, as recommended by the Agricultural Commissioner

38. Approve the Arts Commission 2019 Public Art Plan, accept and file the commissions biennial report, as recommended by the Director of Parks, Open Space and Cultural Services

39. Adopt resolution designating the Arts Council Santa Cruz County for the California Arts Council State/Local Partnership Program, as recommended by the Director of Parks, Open Space and Cultural Services

40. Accept Special Conditions for the Rockview Coastal Access Park outlined by the California Coastal Commission, as recommended by the Director of Parks, Open Space and Cultural Services

41. Authorize the Parks Director to issue the Requests for Proposals for the Polo Grounds and the Hook concessions opportunities; authorize the Parks Director to finalize negotiations, in consultation with the County Administrative Office and County Counsel, and issue concessionaire permits, as recommended by the Director of Parks, Open Space and Cultural Services

42. Defer to February 12, 2019, beginning at 9:00 AM or thereafter, the public hearing to consider approval of an Affordable Housing Property Disposition Agreement with Habitat for Humanity Monterey Bay, for County property located at 2340 Harper Street in Santa Cruz, as recommended by the Planning Director

43. Accept subdivision Tract 1579 Santa Cruz Collection site improvements as complete and take related actions, as recommended by the Deputy CAO, Director of Public Works
Consent items, continued

44. Accept the low bid of Cal West Construction General Building, Inc., of Gilroy, California, in the amount of $189,319.70 for the Blue Ridge Drive PM 0.49 Storm Damage Repair Project, authorize award of the contract, and take related actions, as recommended by the Deputy CAO, Director of Public Works

45. Approve independent contractor agreements with Kimley-Horn and Associates and Ruggeri-Jensen and Associates for traffic engineering design services with a not to exceed amount of $200,000 per year per contract, and take related actions as recommended by the Deputy CAO, Director of Public Works

46. AS THE BOARD OF DIRECTORS OF THE FREEDOM COUNTY SANITATION DISTRICT, accept and file report on Airport Freedom Trunk Sewer Replacement project, as recommended by the District Engineer

- END OF CONSENT AGENDA -
WRITTEN CORRESPONDENCE LISTING:

The Written Correspondence Listing is established to act as a report of materials received by the Board as a whole but may also include items requested for inclusion by individual Supervisors. Upon completion of any actions deemed necessary (i.e., acknowledgement, referral, etc.), these items are included in the Written Correspondence Listing under the appropriate heading. While these items are not part of the official record of meetings of the Board of Supervisors, they will be maintained by the Clerk of the Board for a period of two years, after which time they may be destroyed after the County’s Historic Resources Commission has been provided an opportunity for review.

I. The Board of Supervisors has received agendas and minutes from the following County advisory bodies (to be filed):

   Agricultural Policy Advisory Commission
   Civil Service Commission
   Historic Resources Commission
   Human Services Commission

II. The Board of Supervisors has received applications from the following persons for appointment to County advisory bodies (to be filed):

   John Drew Rogers, Mobile and Manufactured Home Commission
   Louis Tuosto, Planning Commission

III. The Board of Supervisors has received the following items of correspondence which require no official action by the Board at this time:

   a) Copy of application related to the alcoholic beverage license for Boulder Creek Alohas Mountain Store, 125 Pool Drive, Boulder Creek (copies to Environmental Health, Planning, and Sanitation Engineering)

   b) Copy of application related to the alcoholic beverage license for Pelican Ranch Winery, 2364 Bean Creek Road, Scotts Valley (copies to Environmental Health, Planning, and Sanitation Engineering)

   c) Agenda of the January 14, 2019, meeting of the Capitola City Council

   d) Agenda of the January 24, 2019, meeting of the Capitola City Council

   e) 2018 Attendance Report for the Hazardous Materials Advisory Commission

   f) 2018 Attendance Report for the Housing Advisory Commission

   g) Copy of Notice of Intent to Issue a Mitigated Negative Declaration issued by the City of Santa Cruz for the Rail Trail Segment 7 (Phase II) Project
h) Proclamation issued by Supervisor McPherson honoring Bob Shepherd for his service and contributions to the Treasury Oversight Commission of Santa Cruz County

i) Proclamation issued by Chair Friend and Supervisor Coonerty proclaiming January 7, 2019 as Michael Watkins Day in Santa Cruz County

j) Letter of Craig Castleton, Associate Governmental Program Analyst, State Fish and Game Commission, conveying a copy of notice of proposed regulatory action relative to Section 7.50, Title 14, California code of Regulations, relating to Central Valley salmon sport fishing

k) Letter of Craig Castleton, Associate Governmental Program Analyst, State Fish and Game Commission, conveying a copy of notice of proposed regulatory action relative to Section 7.50, Title 14, California Code of Regulations, relating to Klamath River Basin sport fishing regulations

l) Letter of John P. Erskine conveying a copy of notice of commencement of CEQA action: CEQA Exemption Determination for Demolition Activities at 202 Beach Drive, Aptos, and 300 Beach Drive, Aptos

m) Letter of Jon D. Snellstrom, Associate Governmental Program Analyst, State Fish and Game Commission, conveying a copy of a notice of proposed regulatory action relative to amending Section 354, Title 14, California Code of Regulations, relating to archery equipment and crossbow regulations

n) Letter of Jon D. Snellstrom, Associate Governmental Program Analyst, State Fish and Game Commission, conveying a copy of a notice of proposed regulatory action relative to amending Sections 362, 364, 364.1 and 708.6, Title 14, California Code of Regulations, relating to mammal hunting regulations for the 2019-2020 season

o) Letter of Jon D. Snellstrom, Associate Governmental Program Analyst, State Fish and Game Commission, conveying a copy of a notice of proposed regulatory action relative to amending Sections 502 and 509, Title 14, California Code of Regulations, relating to waterfowl (migratory) hunting regulations

p) Letter of Nicholas Desieyes conveying his concerns relative to the Santa Cruz County Planning Department
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Health Services Agency: Administration Division
(831) 454-4000
Subject: Adopt a Resolution - Unified Fee Schedule Change for Special Events Concurrent with Farmers’ Markets
Meeting Date: January 29, 2019

Recommended Actions:
1) Hold a public hearing to consider amending the Unified Fee Schedule (UFS) by reducing the fee for a year-round Special Event Organizer from $380 to $190 for events concurrent with Certified Farmers’ Markets;
2) Adopt resolution amending the UFS; and
3) Direct Clerk of the Board to update the online UFS to reflect these changes.

Executive Summary
On January 15, 2019, the Board set a public hearing for January 29, 2019 to consider adoption of a resolution revising the UFS to reduce the fee for community year-round Special Events held concurrently with Farmers’ Markets from $380 to $190. This reduction will support access to fresh nutritious foods provided by Farmers’ Markets to residents participating in County of Santa Cruz (County) food assistance programs, such as the Supplemental Nutrition Assistance Program (SNAP) (known in California as CalFresh), SNAP Education (SNAP-Ed), Women Infants and Children (WIC), and Senior Nutrition.

Background
The UFS includes fees that are collected from Certified Farmers’ Markets and Special Event Organizers. The current Certified Farmers’ Market fee is $418 per year, per market location. Certified Farmers’ Markets that have facilities such as restrooms, refuse containers, potable water supply, etc., which are shared by two or more facilities participating in a community Special Event, are also subject to Special Event Organizer fees. The UFS includes a year-round Special Event Organizer fee of $380 per year per location.

Local Farmers’ Markets are an important partner to County programs seeking to support access to healthy food. All Santa Cruz Community Farmers’ Markets accept Electronic Benefits Cards, which distribute CalFresh and cash aid benefits, as well as WIC and Senior Nutrition coupons. Senior Nutrition coupon booklets are distributed each summer to seniors who qualify based on age and income, and can only be used to purchase fresh produce. Additionally, the Live Oak and Felton Farmers’ Markets offer the Market Match program, which provides CalFresh customers a dollar-for-dollar match, up to $10
per market, to be used only to purchase fresh vegetables and fruit. The program’s goal is to make fresh, locally grown fruits and vegetables more accessible, and help shoppers stretch their food dollars while keeping their families healthy. This UFS fee adjustment supports this intent.

**Analysis**
Nine permitted Certified Farmers’ Markets operate within the County, eight of which also include a community Special Event. Given that Certified Farmers’ Markets are already subject to Certified Farmers’ Market fees and inspections, reducing the year-round Special Event Organizer fee from $380 to $190 will help ensure viability of our local Farmers’ Markets. This fee change is expected to support our community’s health by assuring access to fresh, locally-grown produce, supporting our local farmers, adding to our quality of life, and expanding low-income residents’ access to healthy and fresh food.

**Financial Impact**
The proposed change to the UFS is estimated to reduce County revenues by approximately $1,520 annually.

**Strategic Plan Elements**
1.A (Comprehensive Health & Safety: Health Equity)
5.C (Dynamic Economy: Local Business)
6.A (Operational Excellence: Customer Experience)
6.D (Operational Excellence: Continuous Improvement)

This fee change is expected to support our community’s health by assuring access to fresh, locally-grown produce, supporting our local farmers, adding to our quality of life, and expanding low-income residents’ access to healthy and fresh food.

**Submitted by:**
Mimi Hall, Director of Health Services Agency

**Recommended by:**
Carlos J. Palacios, County Administrative Officer

**Attachments:**
a  Resolution - UFS Revisions
b  Fee Changes Table and Worksheet: UFS Revision
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. __________

On the motion of Supervisor ___________
duly seconded by Supervisor ___________
the following resolution is adopted.

RESOLUTION REVISING THE UNIFIED FEE SCHEDULE

WHEREAS, the Board of Supervisors has previously enacted Resolution No. 375-82 which amended certain sections of the Santa Cruz County Code to provide that fees previously specified therein shall henceforth be established by Resolution of this Board; and

WHEREAS, Certified Farmer’s Markets improve our community’s health by providing convenient access to fresh, locally-grown produce, they support our local farmers, and add to our quality of life; and

WHEREAS, the Board has determined that it is appropriate to adjust the amount of the year-round Special Event Organizer fee for Certified Farmer’s Markets; and

WHEREAS, given that Certified Farmer’s Markets are already subject to Certified Farmer’s Market fees and inspections, a year-round Special Event Organizer fee of $190 per location for Certified Farmer’s Markets will help ensure sustainability of local farmers markets and access to healthy and fresh food to low-income residents.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the County of Santa Cruz Board of Supervisors hereby authorizes the County Administrative Officer to take whatever steps are necessary to amend the County’s Unified Fee Schedule to set the year-round Special Event Organizer fee for Certified Farmer’s Markets at $190, effective as of the date of the passage of this resolution.

PASSED AND ADOPTED, by the Board of Supervisors of the County of Santa Cruz, State of California, this ____ day of __________ 2019, by the following vote:
AYES: SUPERVISORS
NOES: SUPERVISORS
ABSTAIN: SUPERVISORS

Chair of the Board

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

12/28/18

Office of the County Counsel
## FEE CHANGES TABLE

Santa Cruz County Unified Fee Schedule  
Health Services Agency – Environmental Health  
Budget Unit – 367500

<table>
<thead>
<tr>
<th>Items</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Event Organizer, Year Round</td>
<td>380.00</td>
<td>190.00</td>
<td>Each</td>
</tr>
</tbody>
</table>

Attachment: Fee Changes Table and Worksheet: UFS Revision (6528: Adopt a Resolution - Unified Fee Schedule Change for Special Events)
FEE INFORMATION WORKSHEET
Santa Cruz County Unified Fee Schedule

Department/Division: Health Services Agency – Environmental Health

Index Code: 367500

Fee Authority: State [    ] Local [  X  ]

Is the fee mandated by State Law? Yes [   ] No [  X  ]

Description of services: Special Events – Event Organizer Year Round

Proposed fee amount: $ 190.00

Justification for recommended fee: Review of current Staff time allows for reduction from $380 to $190

Estimated annual revenue from fee adjustment: $1,520 reduction

Is the adjusted fee revenue included in the 2018-19 budget? Yes [   ] No [  X  ]
County of Santa Cruz Board of Supervisors  
Agenda Item Submittal  
From: County Counsel  
(831) 454-2040  
Subject: Fifth County Code Update Ordinance, Various Provisions (First Reading)  
Meeting Date: January 29, 2019

Recommended Action(s):
1) Consider and approve in concept the attached Ordinance repealing and amending various provisions of the Santa Cruz County Code; and

2) Schedule a second reading and final adoption of the Ordinance for February 12, 2019.

Executive Summary
This item is the fifth in a series of ordinances designed to update the County Code.

Background/Analysis
County Counsel has been methodically reviewing the County Code to determine where the Code is out-of-date due to changes in State law or changes to County programs. In addition, we have been addressing typographical errors, moving to gender-neutral language, and trying to make the Code a more readable, useable document for the public.

We are still reviewing some final chapters in Titles One and Two of the Code but are moving on to Titles Three through Five. Effected departments were given the opportunity to review and contribute to the recommended changes. Of particular note, we are recommending that the Board repeal three County Code Chapters -- 2.28, 2.30, and 4.09 -- because the State laws supporting those chapters have been repealed or the County no longer operates the programs at issue. Those chapters deal with juvenile hall, juvenile residential and day care treatment facilities, and relief from the 1989 earthquake.

Exhibit A is a draft ordinance containing the recommended changes for County Code Chapters 2.14, 2.28, 2.30, 2.66, 2.82, 4.04, 4.08, 4.09, 4.22, 4.24, 4.26, 5.08, 5.16, 5.20, 5.24, 5.26, and 5.46. The remaining exhibits (B through R) contain strike-out/underline versions of the various Code chapters at issue, reflecting the changes that are being recommended.

The formal title of the Code chapters addressed in this item are as follows:

Exhibit B -- Director of Public Works (Chapter 2.14)
Exhibit C -- Juvenile Hall (Chapter 2.28)
Exhibit D -- Juvenile Residential and Day Care Treatment Facility (Chapter 2.30)
Exhibit E -- Animal Nuisance Abatement Appeals Commission (Chapter 2.66)
Exhibit F -- Agricultural Policy Advisory Commission (Chapter 2.82)
Exhibit G -- Real Property Transfer Tax (Chapter 4.04)
Exhibit H -- Reassessment of Damaged Property (Chapter 4.08)
Exhibit I -- 1989 Earthquake Relief (Chapter 4.09)
Exhibit J -- County Parks Funding (Chapter 4.22)
Exhibit K -- Uniform Transient Occupancy Tax (Chapter 4.24)
Exhibit L -- Charges For Extended Services Within County Service Areas (Chapter 4.26)
Exhibit M -- Bath or Massage Establishments (Chapter 5.08)
Exhibit N -- Cardrooms (Chapter 5.16)
Exhibit O -- Closing Out Sales and Forced Sales (Chapter 5.20)
Exhibit P -- Cable Communications Franchises (Chapter 5.24)
Exhibit Q -- Video PEG Fees (Chapter 5.26)
Exhibit R -- Environmentally Acceptable Packaging Materials (Chapter 5.46)

Strategic Plan Element(s)
This item implements the Strategic Plan's focus area of County Operational Excellence, specifically the elements of Continuous Process Improvement and Customer Experience.

Submitted by:
Jason Heath, Chief Assistant County Counsel

Attachments:

a  Ordinance (Exhibit A)
b  Exhibit B -- Code Update 2.14 (Strike-Out Underline)
c  Exhibit C -- Code Update 2.28 (Strike-Out Underline)
d  Exhibit D -- Code Update 2.30 (Strike-Out Underline)
e  Exhibit E -- Code Update 2.66 (Strike-Out Underline)
f  Exhibit F -- Code Update 2.82 (Strike-Out Underline)
g  Exhibit G -- Code Update 4.04 (Strike-Out Underline)
h  Exhibit H -- Code Update 4.08 (Strike-Out Underline)
i  Exhibit I -- Code Update 4.09 (Strike-Out Underline)
j  Exhibit J -- Code Update 4.22 (Strike-Out Underline)
k  Exhibit K -- Code Update 4.24 (Strike-Out Underline)
l  Exhibit L -- Code Update 4.26 (Strike-Out Underline)
m  Exhibit M -- Code Update 5.08 (Strike-Out Underline)
n  Exhibit N -- Code Update 5.16 (Strike-Out Underline)
o  Exhibit O -- Code Update 5.20 (Strike-Out Underline)
p  Exhibit P -- Code Update 5.24 (Strike-Out Underline)
q  Exhibit Q -- Code Update 5.26 (Strike-Out Underline)
r  Exhibit R -- Code Update 5.46 (Strike-Out Underline)
ORDINANCE NO. _____


The Board of Supervisors of Santa Cruz County hereby finds and declares the following:

WHEREAS, the Board has determined that it is appropriate to update certain provisions of the County Code to address changes in State law, correct typographical errors, delete unnecessary words, phrases, chapters, or sections, and revise language to make the Code more readable and usable for the public;

NOW THEREFORE the Board of Supervisors of the County of Santa Cruz ordains as follows:

SECTION I

Subsection (C) is hereby added to Section 2.14.040 of the Santa Cruz County Code, to read as follows:

(C) To the extent applicable to the property, the requirements of Government Code Section 54220 et seq., relating to Surplus Lands, shall be implemented prior to disposition of the property.

SECTION II

Chapter 2.28 (Juvenile Hall) of the Santa Cruz County Code is hereby repealed.

SECTION III

Chapter 2.30 (Juvenile Residential and Day Care Treatment Facility) of the Santa Cruz County Code is hereby repealed.

SECTION IV

Sections 2.66.011, 2.66.012, 2.66.040(B), and 2.66.060(A) of the Santa Cruz County Code are hereby amended to read as follows:
2.66.011 Appeal procedures.

An appeal may be taken from any order or notice issued by the County’s Director of Animal Services pursuant to SCCC 6.10.050(D), 6.12.140 and 6.24.070. The owner served with the order or notice may appeal the Director’s decision to the Commission by notifying the Director in writing, within 72 hours of receipt of the order or notice, that a hearing is requested.

The appeal shall be accompanied by the filing fee established by resolution of the Board of Supervisors and shall specify the grounds upon which the appeal is taken. Upon receipt of the appeal, the Director of Animal Services shall convey it to the Clerk of the Commission. The Clerk of the Commission shall set the matter for hearing not less than five nor more than 45 days after the date the appeal was received by the Clerk. Written notice of the time and place of the hearing shall be given to the appellant at least 72 hours prior to the date set for the hearing. [Ord. 4490 § 13, 1998; Ord. 4366 § 2, 1995].

2.66.012 Service of orders or notices.

All notices or orders issued by the Director of Animal Services shall be served upon all persons entitled thereto, either personally or by mailing a copy of the notice or order by certified mail, postage prepaid, return receipt requested, to each such person at their address as it appears on the last equalized assessment roll of the County, or as known to the Director. The failure of any such person to receive such notice or order shall not affect the validity of any proceeding taken under this chapter. Service by certified mail in the manner herein provided shall be effective on the date of the mailing. [Ord. 4366 § 3, 1995].

2.66.040 Organization and procedures.

(B) Staff Support. Staff support shall be provided by the Director of Animal Services and by the County Counsel. The Clerk of the Board of Supervisors shall act as the Clerk of the Commission.

2.66.060 Powers and duties.

(A) Receive, process, adjudicate and issue orders in connection with appeals from orders of the Director of Animal Services, as provided in SCCC 2.66.011 and 6.24.070;

SECTION V

Sections 2.82.010, 2.82.020, 2.82.040, and 2.82.050 of the Santa Cruz County Code are hereby amended to read as follows:

2.82.010 Established—Statutory authority.

The Agricultural Policy Advisory Commission is established under the authority of Government Code Section 31000.1, in compliance with SCCC 2.38. [Ord. 2521, 1978; prior code § 3.59.010].
2.82.020 Membership.

The Commission shall consist of seven members appointed as follows.

(A) Five of the members shall be voting members. The voting members shall be appointed by the Board of Supervisors and shall be residents of the County. Each Supervisor shall nominate one person to serve on the Commission. Membership on the Commission shall be open to those who are active in the production of agricultural commodities or a related agricultural industry.

(B) The other two members of the Commission are the Director of the County Cooperative Extension and the County Agricultural Commissioner. These individuals shall have seats on the Commission but shall not vote. [Ord. 2521, 1978; prior code § 3.59.030].

2.82.040 Organization and procedures.

(A) General Organization. The Commission may establish its own rules and procedures insofar as they comply in all respects with the provisions of SCCC 2.38. The Commission may also, from time to time, consult with authorities in the field.

(B) Staff Support.

(1) The Agricultural Commissioner, or their designee, shall provide staff support for the Commission. The Agricultural Commissioner, or their designee, shall serve as Administrative Secretary to the Commission, prepare minutes of Commission meetings and annual reports from the Commission to the Board of Supervisors, and receive copies of all minutes, reports and recommendations submitted to the Board of Supervisors by the Commission.

(2) The Planning Department shall cooperate in providing staff support for the Commission. Such support shall consist of application receipt and processing, agenda preparation and public noticing, staff report preparation, and presentation of appeals of Agricultural Policy Advisory Commission decisions to the Board of Supervisors. [Ord. 2677, 1979; Ord. 2521, 1978; prior code § 3.59.050].

2.82.050 Powers and duties.

The Commission shall perform the following duties:

(A) Advise and assist the Board of Supervisors by providing information on the County’s agricultural industry and evaluating matters referred to the Commission by the Board;

(B) Review, in cooperation with the Planning Department, proposed development projects having the potential to affect agricultural lands, as designated on the County’s Agricultural Resources Map. Such review shall consist of buffer setback determinations, agricultural viability determinations, agricultural land use regulation and policy interpretations, recommendations regarding land division proposals in, or adjoining, CA or AP Zone Districts, and recommendations regarding proposed amendments to the agricultural land type designations as

SECTION VI

Section 4.04.090 of the Santa Cruz County Code is hereby repealed.

SECTION VII

Sections 4.04.010, 4.04.020, 4.04.040, 4.04.050, 4.04.060, 4.04.070, and 4.04.080 of the Santa Cruz County Code are hereby amended to read as follows:

4.04.010 Title—Statutory authority.

This chapter shall be known as the “Real Property Transfer Tax Ordinance.” It is adopted pursuant to Part 6.7 of Division 2 of the Revenue and Taxation Code, commencing with Section 11901. [Ord. 1277, 1967; prior code § 7.15.010].

4.04.020 Imposition—Amount.

There is hereby imposed on each deed, instrument or writing by which any lands, tenements or other realty sold within the County of Santa Cruz shall be granted, assigned, transferred or otherwise conveyed to or vested in the purchaser or purchasers, or any other person or persons by their direction, when the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrances remaining thereon at the time of sale) exceeds $100.00, a tax at the rate of $0.55 for each $500.00 or fractional part thereof. [Ord. 1277, 1967; prior code § 7.15.020].

4.04.040 Exemptions.

The exemptions set forth in Chapter 3 of Part 6.7 of Division 2 of the Revenue and Taxation Code (commencing with Section 11921) apply to the tax imposed under this chapter. [Ord. 3620 § 27, 1985; Ord. 1277, 1967; prior code § 7.15.040].

4.04.050 Credits.

If the legislative body of any city in the County imposes a tax pursuant to Part 6.7 of Division 2 of the Revenue and Taxation Code equal to one-half the amount specified in SCCC 4.04.020, a credit shall be granted against the taxes due under this chapter in the amount of the city’s tax. However, no credit shall be allowed for any city tax which is not in conformance with Part 6.7 of Division 2 of the Revenue and Taxation Code. [Ord. 1277, 1967; prior code § 7.15.050].
4.04.060 Administration—Distribution of funds.

(A) The County Recorder shall administer this chapter and shall also administer any ordinance adopted by any city in the County pursuant to Part 6.7 of Division 2 of the Revenue and Taxation Code imposing a tax for which a credit is allowable.

(B) On or before the fifteenth day of the month, the Recorder shall report to the Auditor the amount of taxes collected during the preceding month pursuant to this chapter and each such city ordinance. The Auditor shall allocate and distribute the taxes on a monthly basis as follows:

1. All moneys which relate to transfer of real property located in the unincorporated territory of the County shall be allocated to the County.

2. All moneys which relate to transfers of real property located in a city in the County which has imposed a tax pursuant to Part 6.7 of Division 2 of the Revenue and Taxation Code shall be allocated one-half to such city and one-half to the County.

3. All moneys which relate to transfers of real property located in a city in the County which imposes a tax on transfers of real property not in conformity with Part 6.7 of Division 2 of the Revenue and Taxation Code shall be allocated to the County.

4. All moneys which relate to transfers of real property in a city in the County which does not impose a tax on transfers of real property shall be allocated to the County. [Ord. 1322, 1968; Ord. 1277, 1967; prior code § 7.15.070].

4.04.070 Payment prerequisite to document recordation—Requirements.

(A) The Recorder shall neither accept nor record any deed, instrument or writing subject to the tax imposed by this chapter unless the tax is paid and the tax roll parcel number has been noted upon said deed, instrument or writing at the time of presentation for recording.

(B) Every document subject to tax under this chapter which is submitted for recordation shall have on the face of the document a declaration of the amount of tax due, signed by the party determining the tax or their agent, and the Recorder may rely thereon, provided the Recorder has no reason to believe the full amount of the tax due has not been paid. The declaration shall include a statement that the consideration or value on which the tax due was computed was, or that it was not, exclusive of the value of a lien or encumbrance remaining on the interest or property conveyed at the time of sale.

(C) Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document the location of the lands, tenements or other realty described in the document. If such lands, tenements or other realty are located within a city in the County, the name of the city shall be set forth. If lands, tenements or other realty are located in the unincorporated area of the County, that fact shall be set forth.

(D) Each deed, instrument or writing by which lands, tenements or other realty is sold, granted, assigned, transferred or otherwise conveyed shall have noted upon it the tax roll parcel number.
A parcel which has been created by the division of an existing parcel and which at the time of recording has no separate parcel number shall have noted upon it the parcel number of the parcel from which it was created. The number will be used only for administrative and procedural purposes and will not be proof of title, and in the event of any conflicts, the stated legal description noted upon the document shall govern. The validity of such a document shall not be affected by the fact that such parcel number is erroneous or omitted, and there shall be no liability attaching to any person for an error in such number or for omission of such number.

(E) The failure to collect the tax due shall not affect the constructive notice otherwise imparted by recording a deed, instrument or writing. [Ord. 1322, 1968; Ord. 1675, 1972; Ord. 1483, 1970; prior code § 7.15.080].

4.04.080 Taxpayer’s records.

Whenever the Recorder has reason to believe that the full amount of tax due under this chapter has not been paid the Recorder may, by notice served upon any person liable therefor, require them to furnish a true copy of their records relevant to the amount of the consideration or value of the interest or property conveyed. [Ord. 1322, 1968; Ord. 1277, 1967; prior code § 7.15.110].

SECTION VIII

Sections 4.08.010, 4.08.020, 4.08.030, and 4.04.060 of the Santa Cruz County Code are hereby amended to read as follows:

4.08.010 Who may file for reassessment.

Any person who is the owner of any taxable property, or any person liable for the taxes thereon, whose property was damaged or destroyed without their fault by a misfortune or calamity, may file an application for the reassessment of such property under this chapter and as further regulated by Revenue and Taxation Code Section 170. [Ord. 3202 § 1, 1982; Ord. 2103, 1975; prior code § 7.30.010].

4.08.020 Application—Contents.

(A) The application must be executed under penalty of perjury or, if executed outside the State, verified by affidavit and filed with the Assessor within 12 months of the occurrence of the misfortune or calamity.

(B) The application must include:

(1) Description or identification of the property damaged or destroyed;

(2) A showing that the damage is in excess of $10,000;

(3) Facts and circumstances surrounding the damage or destruction of the property; and
(4) Description of the condition and value, if any, of the property immediately after the damage. [Ord. 4691 § 1, 2002; Ord. 3202 § 2, 1982; Ord. 2895, 1980; Ord. 2359, 1976; Ord. 2103, 1975; prior code § 7.30.020].

4.08.030 Reassessment and notice.

The Assessor shall act on a timely filed application by appraising and reassessing a damaged property pursuant to the requirements of Revenue and Taxation Code Section 170(b). The Assessor shall give notice of any proposed reassessment to the applicant as provided in Revenue and Taxation Code Section 170(c)(2). [Ord. 3202 § 3, 1982; Ord. 2895, 1980; Ord. 2359, 1976; Ord. 2103, 1975; prior code § 7.30.030].

4.08.060 Reduction of assessments—Conditions.

The amount of damages must be verified by the Assessor to be at least $10,000 before a property may be reassessed under the terms of this chapter. [Ord. 4691 § 4, 2002; Ord. 2895, 1980; Ord. 2534, 1978; Ord. 2359, 1976; Ord. 2103, 1975; prior code § 7.30.050].

SECTION IX

Chapter 4.09 (1989 Earthquake Relief) of the Santa Cruz County Code is hereby repealed.

SECTION X

Chapter 4.22 (County Parks Funding), including the Table of Contents, of the Santa Cruz County Code is hereby re-numbered as Chapter 4.23 and amended to read as follows:

Chapter 4.23
COUNTY PARKS FUNDING

Sections:

4.23.010 Title and purpose.
4.23.020 Definitions.
4.23.030 Tax levy.
4.23.040 Purposes and uses of tax.
4.23.050 Exemption.
4.23.060 Computation and collection of tax—Interest and penalties.
4.23.070 Accountability.
4.23.080 Examination of books and records and annual audit.
4.23.090 Refund of tax, penalty, or interest paid more than once, or erroneously or illegally collected.
4.23.100 Savings clause.
4.23.110 Regulations.
4.23.010 Title and purpose.
This chapter shall be known as the “County Parks Funding Ordinance.” [Ord. 5184 § 1, 2014].

4.23.020 Definitions.
The following words and phrases whenever used in this chapter shall be construed and defined in this section as follows:

(A) “Director” shall mean the Director of the Department of Parks, Open Space and Cultural Services, or their designee.

(B) “Owner” shall mean the legal owner of any parcel of real property, except when the legal owner of the real property is such due to the holding of a mortgage, note or other security, in which case the “owner” shall be deemed to be the beneficial owner of said parcel of real property.

(C) “Parcel” shall mean the smallest, separately segregated lot, unit or plot of land having an identified owner, boundaries and surface area which is documented for property tax purposes and given an assessor’s identification number by the County Assessor.

(D) “Possessory interest” shall mean possession of, claim to, or right to the possession of land or improvements and shall include any exclusive right to the use of such land or improvements. [Ord. 5184 § 1, 2014].

4.23.030 Tax levy.
The tax as set forth in this section is hereby levied as follows, commencing the fiscal year 2014-2015, on all improved parcels within the boundaries of the unincorporated area of the County of Santa Cruz outside of recreation and park districts.

(A) For each improved parcel, the annual tax rate shall be $8.50.

(B) The tax imposed by this chapter shall be assessed to the owner unless the owner is by law exempt from taxation, in which case the tax imposed shall be assessed to the holder of the possessory interest in such parcel, unless such holder is also by law exempt from taxation.

(C) For the purposes specified in SCCC 4.23.040, the tax shall be levied so long as it is necessary to pay for services as specified in SCCC 4.23.040.

(D) The tax is levied pursuant to California Government Code Section 50075 et seq. and is a tax upon each improved parcel of property.

(E) The amount of the tax is not measured by the value of the parcel. [Ord. 5184 § 1, 2014].
4.23.040 Purposes and uses of tax.

(A) There is hereby established a special segregated fund entitled “County Parks Parcel Tax Fund” to be maintained and administered by the County.

(B) Proceeds of the tax, together with any interest and penalties thereon (collectively, the “tax proceeds”), shall be collected each fiscal year and deposited in said special fund, and shall be used exclusively for the purpose of providing, maintaining, and preserving County parks and open space and to operate recreational and cultural programs within County Service Area No. 11, or securing the payment of any indebtedness incurred for these purposes.

(C) The tax proceeds may also be used to enforce and administer the tax, including to pay costs for submission of any measure to the voters for the establishment or alteration of the tax and to pay any costs associated with the collection of the tax. [Ord. 5184 § 1, 2014].

4.23.050 Exemption.

The tax imposed by this chapter shall not be construed as imposing a tax upon any person when the imposition of such tax upon that person would be in violation of either the Constitution of the United States or the Constitution of the State of California. [Ord. 5184 § 1, 2014].

4.23.060 Computation and collection of tax—Interest and penalties.

(A) The Director or their designee is hereby authorized and directed each fiscal year, commencing with the fiscal year 2014-15, to determine the tax amount to be levied for the next ensuing fiscal year for each taxable parcel of real property within the unincorporated area of the County of Santa Cruz outside of recreation and park districts, in the manner and as provided in SCCC 4.22.030. The Director is hereby authorized and directed to provide all necessary information to the County to affect proper billing and collection of the tax, so that the installments of the tax shall be included on the secured property tax roll of the County of Santa Cruz. Unless otherwise required by the Board of Supervisors, no Board action shall be required to authorize the annual collection of the tax as herein provided.

(B) The tax shall be collected in the same manner as ordinary ad valorem taxes are collected by the County of Santa Cruz and shall have the same lien priority. The tax shall be subject to the same penalties and the same procedures for sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Board of Supervisors may provide for other appropriate methods of collection of the tax.

(C) The tax shall constitute a lien upon the parcel upon which it is levied until it has been paid. Any unpaid tax due under this chapter shall be subject to all remedies provided under the Santa Cruz County Code and as provided by law. [Ord. 5184 § 1, 2014].

4.23.070 Accountability.

Pursuant to Government Code Sections 50075.1 and 50075.3, the specific purposes of the tax, the requirement that the tax proceeds be applied to such purposes, and the establishment of a
special fund for the tax proceeds are as set forth in SCCC 4.23.040. So long as the tax is collected hereunder, commencing no later than July 1, 2014, the Auditor is hereby authorized and directed to cause to be prepared and filed with the Board of Supervisors a report that shows the amount of tax collected and expended and the status of any projects funded with the tax proceeds. For purposes of this section, the Auditor is authorized to retain such consultants, accountants or agents as may be necessary or convenient to accomplish the foregoing. [Ord. 5184 § 1, 2014].

4.23.080 Examination of books and records and annual audit.

(A) The Auditor or Director of the Department of Parks, Open Space and Cultural Services or their designee is hereby authorized and directed to examine assessment rolls, property tax records, records of the County Recorder and any other records of the County of Santa Cruz deemed necessary in order to determine ownership of parcels and computation of the tax authorized under this chapter.

(B) The Auditor shall perform an annual audit to assure accountability of the proper disbursement of these tax proceeds in accordance with the objectives stated herein. [Ord. 5184 § 1, 2014].

4.23.090 Refund of tax, penalty, or interest paid more than once, or erroneously or illegally collected.

When the amount of the tax, any penalty, or any interest has been paid more than once, or has been erroneously or illegally collected or received by the County under this chapter, it may be refunded provided a verified claim in writing therefor, stating the specific grounds upon which the claim is founded, is filed with the Auditor within one year from the date of payment. If the claim is approved by the Auditor, the excess amount collected or paid may be refunded or may be credited against any amounts then due and payable from the person from whom it is collected or by whom paid, and the balance may be refunded to such person or their administrators or executors. [Ord. 5184 § 1, 2014].

4.23.100 Savings clause.

The provisions of this chapter shall not apply to any person, or to any property as to whom or which it is beyond the power of the County to impose the tax herein provided. If any provision, sentence, clause, section or part of this chapter is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such provision, sentence, clause, section or part of this chapter and shall not affect or impair any remaining provisions, sentences, clauses, sections or parts of this chapter. It is hereby declared to be the intention of the County that this chapter would have been adopted had such unconstitutional, illegal or invalid provision, sentence, clause, section or part thereof not been included herein. [Ord. 5184 § 1, 2014].
4.23.110 Regulations.

The Auditor and the Director of the Department of Parks, Open Space and Cultural Services are hereby authorized to promulgate such regulations as they shall deem necessary in order to implement the provisions of this chapter. [Ord. 5184 § 1, 2014].

SECTION XI

Sections 4.24.010, 4.24.020(A)(2), (C), and (F), 4.24.070 (first paragraph only), 4.24.080(A) (first paragraph only), 4.24.090, 4.24.100, 4.24.110, 4.24.120(B) and (D), 4.24.135, and 4.24.160 of the Santa Cruz County Code are hereby amended to read as follows:

4.24.010 Title for citation.

This chapter shall be known as the “Uniform Transient Occupancy Tax Ordinance of the County of Santa Cruz.” [Ord. 1011, 1964; prior code § 7.05.010].

4.24.020 Definitions.

(A) "Transient occupancy facility" means any facility, or any portion of any facility, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, lodginghouse, roominghouse, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other lodging. “Transient occupancy facility” includes, but is not limited to, a camping site or a space at a campground or recreational vehicle park, but does not include:

(2) The right of an owner of a room or rooms in a time-share project, or the owner of a membership camping contract, as defined by subdivision (b) of Section 1812.300 of the California Civil Code, in a camping site at a campground or the guest of the owner to occupy the room, rooms, camping site, or other real property in which the owner retains that interest. “Guest of the owner” means a person who occupies real property accompanied by the owner of a room or rooms in a time-share project, or who occupies a camping site in a campground pursuant to a right or license under a membership camping contract, or who exercises that owner’s right of occupancy without payment of any compensation to the owner, or pursuant to any form of exchange program;

(C) “Operator” means the person who is proprietor of the transient occupancy facility, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs their functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as their principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.

(F) “Tax Administrator” means the County Auditor-Controller-Treasurer-Tax Collector.
4.24.070 Registration certificate required.

Within 30 days after the effective date of the ordinance codified in this chapter, or within 30 days after commencing business, whichever is later, each operator of any transient occupancy facility renting occupancy to transients shall register said transient occupancy facility with the Tax Administrator and obtain from the Tax Administrator a “transient occupancy registration certificate” to be at all times posted in a conspicuous place on the premises. Such certificate shall, among other things, state the following:

4.24.080 Reporting and remitting.

(A) Each operator shall, on or before the last day of the month following the close of each calendar month, make a return to the Tax Administrator, on forms provided by the Tax Administrator, of the total rents charged and received and the amount of tax collected for transient occupancies. In addition, operators of recreational housing units that are exempt from the residential permit allocation system set forth in SCCC 12.02.020 shall include with the return a statement, in the form prescribed by the Tax Administrator, for each recreational housing unit showing for the report period the following:

4.24.090 Recordkeeping requirements.

It shall be the duty of every operator liable for the collection and payment to the County of any tax imposed by this chapter to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as they may have been liable to collect and pay to the County. The Tax Administrator shall have the right to inspect the records at all reasonable times. [Ord. 1011, 1964; prior code § 7.05.110].

4.24.100 Failure to collect and report—County determination.

If any operator fails or refuses to collect said tax and to make, within the time provided in this chapter, any report and remittance of the tax or any portion thereof required by this chapter, the Tax Administrator shall proceed in such manner as they may deem best to obtain facts and information on which to base their estimate of the tax due. As soon as the Tax Administrator shall procure such facts and information as they are able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, the Tax Administrator shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the Tax Administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at their last known place of address. Such operator may within 10 days after the serving or mailing of such notice make application in writing to the Tax Administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the Tax Administrator shall become final and conclusive, and immediately due and payable. If such application is made, the Tax Administrator shall give not less than five days’ written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in the notice why the amount specified therein should not be fixed for such tax,
interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing, the Tax Administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed herein of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is taken as provided in SCCC 4.24.110. [Ord. 1011, 1964; prior code § 7.05.090].

4.24.110 Appeal from County determination.

Any operator aggrieved by any decision of the Tax Administrator with respect to the amount of such tax, interest and penalties, if any, may appeal to the Board of Supervisors by filing a notice of appeal with the Clerk of the Board of Supervisors within 15 days of the serving or mailing of the determination of tax due. The Board of Supervisors shall fix a time and place for hearing such appeal, and the Clerk of the Board shall give notice in writing to such operator at their last known place of address. The findings of the Board of Supervisors shall be final and conclusive and shall be served upon the applicant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice. [Ord. 1011, 1964; prior code § 7.05.100].

4.24.120 Refunds.

(B) An operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the Tax Administrator that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the person or credited to rent subsequently payable by the person to the operator.

(D) No refund shall be paid under the provisions of this section unless the claimant establishes their right thereto by written records showing entitlement thereto. [Ord. 1011, 1974; prior code § 7.05.120].

4.24.135 Failure to file—Penalties.

Any operator who holds a certificate but does not rent the transient occupancy facility during any month is still required under SCCC 4.24.080 to file a return on or before the last day of the month following the close of each calendar month. Any operator who fails to file the return as required shall pay a non-filing penalty of $25.00. The penalty shall be waived for the first offense in a 12-month period but shall apply to each subsequent offense. [Ord. 5208 § 6, 2015].


The Tax Administrator has the authority to revoke the certificate from any operator or other person who is in violation of the provisions of this chapter. To revoke the certificate, the Tax Administrator shall serve the operator with a notice of revocation of the certificate, with a copy to the Director of the Planning Department and the Sheriff. [Ord. 5208 § 8, 2015].
SECTION XII

Sections 4.26.160 and 4.26.170 of the Santa Cruz County Code are hereby repealed.

SECTION XIII


Sections:

Article I. General Provisions

4.26.010 Short title.

Article II. Service Charges

4.26.050 Service charges for districts established during a fiscal year.

Article III. Billing and Collection

4.26.090 Penalties and interest.
4.26.100 Lien of delinquent charges.
4.26.110 Collection by suit.
4.26.120 Remedies cumulative.

Article IV. Collection on Tax Roll

4.26.150 Public hearing on report.
4.26.180 Filing of report with County Auditor.
4.26.190 Parcels not on roll.
4.26.220 Compensation of County.
4.26.010 Short title.

The ordinance codified in this chapter shall be known as the “County Service Charge
Ordinance.” [Ord. 3406 § 1, 1983].


Unless the context otherwise indicates, terms used in this chapter have the following meanings:

(A) “Board” shall mean the County Board of Supervisors.

(B) “Clerk” shall mean the Clerk of the Board of Supervisors.

(C) “County” shall mean the County of Santa Cruz, State of California.

(D) “District” shall mean any County Service Area within which one or more of the extended
services specified in Government Code Section 25213.4 are provided.

(E) “Parcel” shall mean any parcel of real property receiving extended services.

(F) “Service charges” shall mean fees, rates, rentals or other charges for a particular extended
service provided within a district.

(G) “Tax Collector” refers to the County Auditor-Controller-Treasurer-Tax Collector. [Ord.
3406 § 2, 1983].


If extended services are to be provided within any district, the proposed nature, extent and cost of
such extended services shall be presented by the Director of the Department of Public Works or
the County Administrative Officer to the Board of Supervisors at the time of consideration of the
County’s budget for the ensuing fiscal year. The Board of Supervisors shall determine the nature,
extent and cost of providing such extended services as part of adoption of the final budget. [Ord.
4448 § 1, 1997; Ord. 3406 § 4, 1983].


Once a year the Director of the Department of Public Works or the County Administrative
Officer shall compute the service charge proposed to be made for each parcel on a basis which
apportions the total cost not otherwise offset by other available revenue of the particular
extended service, to each parcel within the district in proportion to the estimated benefits from
such service to be received by each parcel. The resulting computations of service charges shall
be submitted in a report to the Board of Supervisors in accordance with SCCC 4.26.140 et seq.,
and in accordance with the provisions of Article XIID of the California Constitution to the
extent applicable to those service charges. [Ord. 4448 § 2, 1997; Ord. 3406 § 5, 1983].

Prior to the end of the fiscal year, a written report shall be prepared by the County Administrative Officer or the Director of the Department of Public Works and filed with the Clerk. The report shall contain a description of each parcel of real property receiving extended services pursuant to this chapter and the amount of the charge for each parcel for the forthcoming fiscal year, computed in conformity with the procedure set forth in SCCC 4.26.040. [Ord. 3406 § 14, 1983].

4.26.150 Public hearing on report.

(A) Notice of Hearing. The Clerk shall cause notice of the filing of the report and of the time, date and place of a public hearing thereon and for filing objections or protests thereto, to be published once a week for two successive weeks prior to the date set for hearing, in a newspaper of general circulation printed and published in the County, pursuant to Government Code Section 6066. The public hearing shall also be noticed and held in accordance with the requirements of Article XIIID of the California Constitution to the extent applicable.

(B) Conducting the Public Hearing. At the time, date and place of the public hearing, the Board shall hear and consider all objections or protests, if any, to the report referred to in the notice. The Board may continue the hearing from time to time as necessary.

(C) Final Determination of Charges. Upon the conclusion of the hearing on the report, the Board may adopt, revise, change, reduce or modify any charge, or overrule any or all objections, insofar as such action is consistent with applicable provisions of Article XIIID of the California Constitution, and shall make its determination upon each charge as described in the report, and thereafter by resolution confirm the report. [Ord. 4448 §§ 3, 4, 1997; Ord. 3406 §§ 15, 16, 17, 1983].

4.26.180 Filing of report with County Auditor.

On or before the tenth day of August in each year following the final determination of the Board, the Clerk shall file with the Auditor a copy of the report and the Board’s resolution, and the Auditor shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll. The time fixed for the performance of any act directed by this section may be extended by resolution of the Board to a date which will provide the Auditor with sufficient time to enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll so as to be collected on the tax roll in the same manner and at the same time as the County general ad valorem property taxes are collected. [Ord. 4261 § 1, 1993; Ord. 3406 § 18, 1983].

4.26.190 Parcels not on roll.

If the parcel is not described on the roll, the Auditor shall enter the description on the roll, together with the amounts of the charges, as shown on the report. [Ord. 3406 § 19, 1983].

Charges levied pursuant to this chapter shall be collected at the same time and in the same manner as ordinary ad valorem taxes are collected by the County of Santa Cruz and shall have the same lien priority. The charges shall form the same basis for penalties and the same procedures for sale in case of delinquency as are provided for ad valorem taxes. The charges shall appear as a separate item on the tax bill. [Ord. 3406 § 20, 1983].


All laws applicable to the levy, collection and enforcement of County ad valorem taxes, including but not limited to those pertaining to the matters of delinquency, correction, cancellation, refund and redemption, shall be applicable to charges levied pursuant to this chapter, except that if for the first year such a service charge is levied within a district, the real property to which such charge relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of County property taxes would become delinquent, the charge confirmed shall not result in a lien against such real property, but instead shall be transferred to the unsecured roll for collection. [Ord. 3406 § 21, 1983].

4.26.220 Compensation of County.

The Tax Collector may, in their discretion, issue separate bills for such charges and separate receipts for collection on account of such charges. The County shall be compensated for services rendered in connection with the levy, collection and enforcement of such charges. Such compensation shall be one percent of all money collected. The compensation shall be paid into the County general fund. [Ord. 3406 § 22, 1983].


The powers authorized by SCCC 4.26.130 through 4.26.230 shall be alternative to all other powers of the County, and alternative to procedures adopted by the Board for the collection of particular service charges. [Ord. 3406 § 23, 1983].

SECTION XIV

Sections 5.08.010(B) and 5.08.060 of the Santa Cruz County Code are hereby amended to read as follows:

5.08.010 Purpose of provisions—Statutory authority.

(B) The ordinance codified in this chapter is adopted pursuant to Government Code Sections 51030 through 51034. [Ord. 2428, 1977; prior code § 9.88.001].
5.08.060 Exemptions.

This chapter shall not apply to athletic team trainers, cosmetologists, barbers, or persons licensed to practice any healing art pursuant to Division 2 (commencing with Section 500) of the California Business and Professions Code or the Chiropractic Act when engaging in such practice within the scope of their license. However, this chapter shall apply to an independent contractor of any person described in the previous sentence if the independent contractor is engaged in, or is purported to be engaged in, the business of massage. [Ord. 2428, 1977; prior code § 9.88.060].

SECTION XV

Sections 5.16.010, 5.16.020(A), 5.16.030 (the first paragraph only), 5.16.040, 5.16.050(D), 5.16.060, 5.16.070(A), 5.16.080, 5.16.090, 5.16.150(C) and (F), 5.16.160, 5.16.170, and 5.16.220(A) of the Santa Cruz County Code are hereby amended to read as follows:

5.16.010 Concurrent regulation with State.

It is the intent of this chapter to regulate cardrooms and tables in the County of Santa Cruz concurrently with the State of California, to the extent authorized by, and as required by, the Gambling Control Act codified at Business and Professions Code Section 19800 et seq. and the regulations of the California Department of Justice, Division of Gambling Control. [Ord. 4508 § 2, 1998].

5.16.020 License or registration permit required.

(A) Any person or entity must receive a permit from the Attorney General of California prior to owning or operating a cardroom within the unincorporated area of the County of Santa Cruz. In addition, no person shall establish, maintain or operate any cardroom or permit or suffer any cardroom to be established, maintained or operated, upon or within any building, structure, premises or place owned, occupied or controlled by them, unless such cardroom is maintained and operated pursuant to a valid, unexpired and unrevoked cardroom license issued pursuant to the provisions of this chapter.

5.16.030 License—Application.

Only a person or entity operating a cardroom licensed pursuant to the provisions of this chapter by the County of Santa Cruz as of January 1, 1998, or that person or entity’s successor in interest to the same cardroom operation, is eligible to apply for a cardroom license. Application for the required license shall be made to the Auditor-Controller-Treasurer-Tax Collector. The application shall certify the contents of the application under penalty of perjury and shall be signed by the applicant. The application shall contain all of the following:
5.16.040 License—Investigation—Grant or denial.

(A) Upon receipt of a complete application for a cardroom license, the Auditor-Controller-Treasurer-Tax Collector shall forward a copy to the Sheriff with a request that the Sheriff conduct an investigation of the applicant. The license or permit shall not be issued until a clearance of the applicant is issued by the Sheriff. The clearance shall not be issued to any applicant if any of the following circumstances apply:

1. The applicant does not possess a current permit in good standing from the Attorney General of the State of California to operate a cardroom.

2. Either the applicant or any person specified in SCCC 5.16.030(C)(1), (2) or (3):
   (a) Is under the age of 21 years;
   (b) Has had a previous cardroom license or registration permit revoked for cause by any jurisdiction within the past five years; or
   (c) Has been convicted of a crime involving moral turpitude within the past five years or has been convicted of a felony, convicted of any crime involving gambling, or convicted of a violation of the Gambling Control Act codified at Business and Professions Code Section 19800 et seq. Crimes of moral turpitude may include but are not limited to offenses involving dishonesty (such as theft, fraud and extortion), lotteries, gambling, larceny, perjury, bribery, prostitution and illicit drugs.

3. The applicant has made a false statement in the application for the permit.

(B) Applicants denied a license shall be notified in writing by the Sheriff, or their designee, of the reason(s) for such denial. [Ord. 4508 § 2, 1998].

5.16.050 Registration permit—Revocation.

(D) The owner or manager of the cardroom is convicted of a felony, or convicted of any State or Federal law involving gambling including but not limited to a violation of the Gambling Control Act codified at Business and Professions Code Section 19800 et seq.;

5.16.060 Registration permit—Application.

(A) Application for the required registration permit shall be made to the Auditor-Controller-Treasurer-Tax Collector on forms to be provided by that office. The application shall certify the contents of the application under penalty of perjury and shall be signed by the applicant.

(B) Each and every applicant for a cardroom registration permit shall present themselves at the Sheriff’s office during normal business hours, prior to the beginning of any employment in a cardroom.
(C) Each applicant shall:

(1) Complete an application and submit it to the Sheriff’s office;
(2) Be fingerprinted for the purpose of completing a criminal background check;
(3) Be photographed;
(4) Provide any other information that the Sheriff may require.

(D) The information received by the Sheriff pursuant to the provisions of this section shall be treated as confidential, shall not be mixed or included in any criminal history files, and shall be accessible only to the Sheriff, their designated representatives, and the licensee of the respective licensed cardroom. [Ord. 4531 § 1, 1999; Ord. 4508 § 2, 1998].

5.16.070 Registration permit—Investigation—Grant or denial.

(A) Upon presentation by the applicant of all information required pursuant to SCCC 5.16.060, the Sheriff shall make an investigation of the applicant, which shall include, but not be limited to, making contact with the Division of Gambling Control of the California Department of Justice. Within 21 days after receipt of the above information, the Sheriff shall either grant or deny a registration permit to the applicant. A permit shall not be issued to any person who: (1) would be disqualified based on any of the applicable licensing criteria set forth in Business and Professions Code Section 19850 et seq.; (2) has had a previous cardroom license or registration permit revoked for cause by any jurisdiction within the past five years; or (3) has been objected to in writing by the Division of Gambling Control of the California Department of Justice. Applicants denied a permit shall be notified in writing by the Sheriff, or their designee, of the reason(s) for such denial.

5.16.080 License or registration permit—Scope—Renewal.

Each license or permit shall only allow the conduct of the business therein licensed, and only by the specified licensee or registration permit holder, and only at the place of business therein specified. Each license or permit issued shall be valid only for the fiscal year for which it was issued and must be renewed for each subsequent fiscal year. In connection with the renewal of each such license or permit, the licensee or registration permit holder shall furnish the license or permit renewal fee established by resolution of the Board of Supervisors, and the Tax Collector may require that a complete new application form be filed, pursuant to the requirements of SCCC 5.16.030 and 5.16.060, and the Sheriff may carry out an investigation as specified in SCCC 5.16.040 and 5.16.070. [Ord. 4508 § 2, 1998].

5.16.090 Hearing on denial, suspension or revocation.

(A) Any applicant, licensee or permittee who is aggrieved by any action taken in regard to a cardroom license or registration permit may request an appeal hearing before the Board of Supervisors. Request for such hearing shall be in writing and filed with the Clerk of the Board of Supervisors, and a copy filed with the Sheriff on or before 10 days after the action appealed from
was taken. The request shall state the grounds upon which the aggrieved party claims there was an improper denial, suspension or revocation of their license or registration permit.

(B) Upon receipt of such request for hearing, the Board of Supervisors shall set the matter for hearing not later than 20 days thereafter. The Board may also determine whether to stay the denial, suspension or revocation pending decision on the appeal. Written notice of the time and place of hearing on the matter shall be given by the Clerk of the Board of Supervisors to the aggrieved party and to the Sheriff, and upon receipt of the notice of hearing the Sheriff shall forward to the Board of Supervisors and provide to the appellant a report on this action with respect to the matter, attaching all relevant notices and any other materials relied upon by the Sheriff in making the decision.

(C) Upon hearing of the matter, the Board of Supervisors may take such action or make such orders as the Board deems just and proper in the disposition of the matter. [Ord. 4508 § 2, 1998].

5.16.150 Required posting.

(C) A copy of the current valid County permit and the State permit issued by the Attorney General under the Gambling Control Act;

(F) If the cardroom is to remain open between the hours of 2:00 a.m. and 6:00 a.m., a notice that a security guard who has a current license or permit under SCCC 5.36 shall be on duty on the premises;

5.16.160 Identification.

Each owner, operator and employee of a cardroom shall wear an identifying badge approved by the Sheriff and bearing on its face a legend identifying the bearer, while the owner, operator or employee is in or around the cardroom premises. The badge shall be worn on the body in a location visible to the public. If a person required to wear a badge is present during a card game, the badge shall be worn in a location easily visible to all persons playing in the card game. [Ord. 4508 § 2, 1998].

5.16.170 Number of card tables permitted.

No more than eight card tables may be permitted in a cardroom. There shall be no more than 10 players and one dealer at any table. [Ord. 4508 § 2, 1998].

5.16.220 Security measures.

(A) The business records, papers, reports, audits, and books of account shall be made available for inspection and copying to the Auditor-Controller-Treasurer-Tax Collector upon reasonable notice by the Sheriff.
SECTION XVI

The Table of Contents for Chapter 5.20 and Sections 5.20.010(B), 5.20.020(E) and (G), and 5.20.040 of the Santa Cruz County Code are hereby amended to read as follows:

Sections:

5.20.010 Definitions.
5.20.020 Restrictions on closing out sales and forced sales.
5.20.030 Exceptions to chapter requirements.
5.20.040 Violation—Penalty.

5.20.010 Definitions.

(B) “Forced sale” means any sale of goods, wares, merchandise or stock in trade, at retail, which is by representation or advertisement intended to lead the public to believe that the person conducting such sale is forced to sell out a substantial portion of their goods, wares, merchandise or stock in trade of any business for less than the current or going retail price thereof. [Ord. 1449, 1969; prior code § 9.20.010].

5.20.020 Restrictions on closing out sales and forced sales.

(E) It shall be unlawful for any person to conduct an additional forced sale within one year from the date of completion of a previous forced sale.

(G) It shall be unlawful for any person to engage in a business similar in nature to that business closed out by a closing out sale within six months after the closure of such business. [Ord. 3407 § 2, 1983; Ord. 1449, 1969; prior code § 9.20.030].

5.20.040 Violation—Penalty.

A violation of any of the provisions of this chapter shall be a misdemeanor and punishable as provided by this code. [Ord. 3620 § 12, 1985; Ord. 1449, 1969; prior code § 9.20.080].

SECTION XVII

Sections 5.24.050(B) and (F)(4), 5.24.070(B)(2)(b), 5.24.090(B) and (I), 5.24.110(B)(6) and (C)(2), 5.24.120(A), 5.24.130(A)(1) and (C)(1), 5.24.160(A) and (B), and 5.124.180(G) of the Santa Cruz County Code are hereby amended to read as follows:

5.24.050 Rights of subscribers.

(B) Privacy. The grantee shall use its best efforts to protect against possible abuses of privacy or constitutional rights of any subscriber, programmer or resident resulting from any device, signal or service associated with the cable system.
(F) Revealing Subscriber Preferences.

(4) Such a subscriber may revoke without penalty or cost any consent previously made by delivering to the grantee in writing a substantial indication of their intent to so revoke.

5.24.070 Regulation of franchise.

(B) Review and Update. The grantor and grantee shall hold a cable system review session upon the fifth and tenth anniversaries of the effective date of the franchise. All such review sessions shall be open to the public, and notice shall be given.

(2) At the tenth year review session the topics for discussion and review shall be expanded to include services provided, system application of new technologies, cable system performance and customer service.

(b) No later than 90 days after the conclusion of the tenth year review session, the grantor shall issue findings of any deficiencies. A deficiency shall be deemed to exist when the grantee is not performing consistently with the terms of the franchise agreement or when the community needs assessment has identified one or more needs which are not being met by the grantee and could reasonably be expected to be met by the grantee.

5.24.090 Services.

(B) Services to Be Provided. A cable system shall provide, at a minimum, the services and broad programming categories listed in the franchise agreement.

(I) Installations.

(1) Subject only to any limitations in its franchise agreement, the grantee shall promptly provide and maintain service to all structures, residential, commercial, or industrial, in the franchise area upon request of the lawful occupant or owner.

(2) Each subscriber shall have the right to require their installation be done over any route on their property, and in any manner they may elect which is technically feasible. The grantee may, if they so elect, require that any such request be made in writing. If the subscriber requests installation other than a standard installation, then the subscriber shall be required to pay a reasonable fee for the time and materials occasioned by the installation.

(3) For purposes of this subsection, a standard installation shall include installation of a drop with fittings up to 200 feet from the grantee’s distribution system measured along the cable from the centerline of the street or utility easement through the house wall or at the subscriber’s option through the floor from a house vent or crawl space directly to the subscriber’s television set with five feet of cable from the wall or floor entry to the television set. Also included as part of a standard installation is the grounding cable, fine tuning of the television set and the provision of the appropriate literature.
5.24.110 Operations and maintenance.

(B) Procedures for Handling of Complaints. The grantee’s complaint-handling procedures shall be designed to accomplish the following:

(6) Provide complete information to the complainant regarding their ability to take the complaint to the grantor’s representative if it is not resolved by the grantee.

(C) Review of Alleged Inadequate Performance.

(2) The grantor may hire a consultant to supervise or perform the foregoing tests, review their results, and advise the grantor of their findings. The grantee shall reimburse the grantor for the reasonable costs of hiring the consultant, including the costs of verifying compliance with any recommended corrective measures, if the review reveals materially inadequate performance of the cable system as specified in the franchise agreement.

5.24.120 Violations.

(A) Use of Public Streets. From and after the effective date of the ordinance codified in this chapter, it is unlawful for any person to construct, install or maintain in any public place within the grantor’s territory, or upon any easement owned or controlled by a public utility, or within any other public property of the grantor, or within any privately owned area within the grantor’s jurisdiction which is not yet, but is designated as, a proposed public place on a tentative subdivision map approved by the grantor, any equipment, facilities or system for distributing signals or services through a cable system, unless a franchise or a renewal of any franchise previously issued by the County of Santa Cruz has first been obtained under this chapter, and is in full force and effect.

5.24.130 Termination and regulation.

(A) Grounds for Revocation. In addition to any rights set out elsewhere in this chapter, the grantor reserves the right to revoke a franchise, subject to notice to the grantee and the provision of a hearing consistent with SCCC 5.24.160(A), in the event that:

(1) The grantee wilfully or repeatedly violates any material provision of the franchise agreement due to its unreasonable disregard of its obligations under the franchise agreement;

(C) Receivership. The grantor shall have cause to revoke the franchise 120 days after the appointment of a receiver, or trustee, and to take over and conduct the business of the grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship has been vacated prior to the expiration of the 120 days, or unless:

(1) Within 120 days after their election or appointment such receiver or trustee has fully complied with all of the provisions of the franchise agreement and remedied all defaults thereunder; and
5.24.160 Enforcement mechanism.

(A) Notice of Franchise Default. Prior to formal consideration by the grantor of termination of the franchise because of failure to correct a default attributed to the grantee, the grantor shall make written demand on the grantee to correct the default alleged. If the default continues for a period of 60 days following such written demand, excluding time during which the grantee is unable to comply because of unforeseeable conditions not under its control, franchise termination may be placed on the grantor’s next available regular meeting agenda. The grantee shall be served a written notice of such proposed termination at least 10 days in advance giving the time and place of the grantor’s meeting. At its meeting the grantor shall hear the grantee and any person interested in the matter and shall determine, at that or subsequent meetings, in its discretion, an appropriate course of action for enforcement or termination of the franchise.

(B) Delegation of Enforcement Mechanisms. Such liquidated damages as the grantor may assess against the grantee which do not include loss of franchise may, at the grantor’s option, be determined by an officer or agency of the grantor to which it may delegate such administrative considerations and decisions subject to the criteria and amounts contained in this chapter and the franchise agreement; provided, however, that no such liquidated damages may be assessed against the grantee pursuant to this subsection without the grantee being afforded due process, including notice, a public hearing and an opportunity to cure. [Ord. 3914 § 2, 1988].

5.24.180 Miscellaneous provisions.

(G) Management by Grantor. The grantor may, upon assuming operation of a cable system pursuant to subsection (E) of this section, appoint a manager to act for it in the overall as well as detailed direction and conduct of the cable system’s affairs. Such manager shall have the authority delegated to them by the grantor and shall be solely responsible to the grantor for management of the cable system. The grantee shall reimburse the grantor for all its reasonable costs or damages in excess of cable system revenues during grantor operation if the franchise is in full force and effect during the period of grantor operation.

SECTION XVIII

Subsection (L) is hereby added to Section 5.24.090 of the Santa Cruz County Code, to read as follows:

(L) Refunds. When a subscriber voluntarily discontinues service, the grantee shall refund the unused portion of any advance payments after deducting any charges currently due. Unused payment portions shall be the percentage of time for which the subscriber has paid for service and will not receive it because of their discontinuation of service.

SECTION XIX

The Table of Contents for Chapter 5.26 and Section 5.26.030 of the Santa Cruz County Code are hereby amended to read as follows:
5.26.005  State franchisee---Definition.

5.26.010  PEG fee.

5.26.020  Audit authority.

5.26.030  Customer service penalties under State franchises.

5.26.040  Re-authorization.

5.26.030  Customer service penalties under State franchises.

(A) A State franchisee shall comply with all applicable State and Federal customer service and protection standards pertaining to the provision of video service.

(B) The County Administrative Officer, or their designee, shall monitor the compliance of State franchisee(s) with respect to State and Federal customer service and protection standards. The County Administrative Officer, or their designee, shall provide the State franchisee(s) written notice of any material breaches of applicable customer service standards, and shall allow the State franchisee(s) 30 days from the receipt of the notice to remedy the specified material breach. Material breaches not remedied within the 30-day time period shall be subject to the following penalties imposed by the County Administrative Officer, or their designee:

(1) For the first occurrence of a violation, a fine of $500.00 shall be imposed for each day the violation remains in effect, not to exceed $1,500 for each violation.

(2) For a second violation of the same nature within 12 months, a fine of $1,000 shall be imposed for each day the violation remains in effect, not to exceed $3,000 for each violation.

(C) A State franchisee may appeal a penalty to the Board of Supervisors within 60 days after the penalty is assessed. After relevant speakers are heard, and any necessary staff reports are submitted, the Board will vote to uphold, modify, or vacate the penalty. [Ord. 5180 § 1, 2014].

SECTION XX

Section 5.26.005 is hereby added to the Santa Cruz County Code, to read as follows:

5.26.005 State franchisee---Definition.

For purposes of this chapter, the term “state franchisee” means a holder of a video franchise regulated by the California Public Utilities Commission and subject to the Digital Infrastructure and Video Competition Act of 2006.
SECTION XXI

Sections 5.46.020, 5.46.031, 5.46.040(A) and (B), 5.46.050(B), 5.46.060(B) and (C), 5.46.070, and 5.46.080 of the Santa Cruz County Code are hereby amended to read as follows:

5.46.020 Definitions.

Unless otherwise expressly stated, whenever used in this chapter the following terms shall have the meanings set forth below:

(A) “Affordable” means purchasable by the food vendor for same or less purchase cost than the nonbiodegradable, non-polystyrene foam alternative.

(B) “ASTM standard” means meeting the standards of the American Society for Testing and Materials (ASTM) International standards D6400 or D6868 for biodegradable and compostable plastics.

(C) “Biodegradable” means the entire product or package will completely break down and return to nature, i.e., decompose into elements found in nature within a reasonably short period of time after customary disposal.

(D) “Compostable” means all materials in the product or package will break down into, or otherwise become part of, usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner in an appropriate composting program or facility, or in a home compost pile or device. Compostable disposable food service ware includes ASTM standard bio-plastics (plastic-like products) that are clearly labeled, preferably with a color symbol, such that any compost collector and processor can easily distinguish the ASTM standard compostable plastic from non-ASTM standard compostable plastic. For the purposes of this chapter the term “biodegradable” shall have the same meaning as “compostable.” This chapter uses the terms “biodegradable” and “compostable” interchangeably and in all cases, whether the terms are used separately, in the disjunctive or in the conjunctive, they shall always be interpreted and applied consistently with the definition of the term “compostable.”

(E) “County” or “County of Santa Cruz” means all that territory within the unincorporated area of the County of Santa Cruz, State of California.

(F) “County contractors and lessees” means any person or entity that has a contract with the County for public works or improvements to be performed, for a franchise, concession or lease of property, for grant monies or goods and services or supplies to be purchased at the expense of the County, or to be paid out of monies deposited in the treasury or out of trust monies under the control of or collected by the County.

(G) “County facilities” means any building, structure or vehicles owned or operated by the County of Santa Cruz, its agent, agencies, departments and franchisees.
“County facility food provider” means any entity that provides prepared food in County facilities.

“Director” or “Director of Public Works” means the Director of the Santa Cruz County Department of Public Works, or their designee.

“Disposable food service ware” is interchangeable with “to go” packaging and includes all containers, bowls, plates, trays, cartons, cups, lids, straws, stirrers, forks, spoons, knives, napkins and other items designed for one-time use for prepared foods, including without limitation service ware for take-out foods and/or leftovers from partially consumed meals prepared by food providers. The term “disposable food service ware” does not include items composed entirely of aluminum or polystyrene foam coolers and ice chests that are intended for reuse.

“Food provider” means any business, organization, entity, group or individual, and including retail food establishments, located in the County that offers food or beverage to the public.

“Person” means an individual, trust, firm, joint stock company, corporation including a government corporation, partnership, or association.

“Polystyrene foam” means blown polystyrene and expanded and extruded foams (sometimes called Styrofoam™) which are thermoplastic, petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons. The term “polystyrene” also includes clear or solid polystyrene which is known as “oriented polystyrene.”

“Prepared food” means food or beverages, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared on the food provider’s premises or within the County of Santa Cruz. For the purposes of this chapter, prepared food does not include packaging for raw, butchered meats, fish and/or poultry sold from a butcher case or similar retail appliance. Prepared food may be eaten either on or off the premises, also known as “take-out food.”

“Recyclable” means material that can be sorted, cleansed, and reconstituted using recycling collection programs available in Santa Cruz County for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.

“Retail food establishment” means all sales outlets, stores, shops, vehicles, or other places of business located within the County of Santa Cruz, which operate primarily to sell or convey foods or beverages directly to the ultimate consumer, which foods or beverages are predominantly contained, wrapped or held in or on packaging. “Retail food establishment” shall include, but not be limited to, any place where food is prepared, mixed, cooked, baked, smoked, preserved, bottled, packaged, handled, stored, manufactured and sold or offered for sale,
including, but not limited to, any fixed or mobile restaurant, drive-in, coffee shop, cafeteria, short-order cafe, delicatessen, luncheonette, grill, sandwich shop, soda fountain, hotel, motel, movie house, theater, bed and breakfast inn, tavern, bar, cocktail lounge, nightclub, roadside stand, take-out prepared food place, industrial feeding establishment, catering kitchen, mobile food preparation unit, commissary, grocery store, public food market, produce stand, food stand, or similar place in which food or drink is prepared for sale or for service on the premises or elsewhere, and any other establishment or operation where food is processed, prepared, stored, served or provided for the public; and any organization, group or individual which provides food or beverage as part of its service or in conjunction with a special event it sponsors.

(Q) “Retail vendor” means any store or other business that sells goods or merchandise located or operating within the unincorporated area of the County of Santa Cruz.

(R) “Special event promoter” means an applicant for any special events permit issued by the County or any County employee(s) responsible for any organized special event. [Ord. 5122 § 3, 2012; Ord. 4920 § 2, 2008].

5.46.031 Prohibited retail sales.

No retail vendor or special event promoter in the unincorporated area of the County of Santa Cruz may sell, rent or otherwise provide any product which is composed entirely or primarily of polystyrene foam, except as exempted in SCCC 5.46.060. This specifically includes but is not limited to cups, plates, bowls, clamshells and other products intended primarily for food service use, as well as coolers, pool or beach toys, packing peanuts or other packaging materials. [Ord. 5122 § 4, 2012].

5.46.040 Required biodegradable/compostable or recyclable disposable food service ware.

(A) All retail food establishments utilizing any disposable food service ware shall use a biodegradable/compostable or recyclable product, unless there is no affordable product available as determined by the Director of Public Works in accordance with this subsection and SCCC 5.46.060(B). Not later than 30 days before the operative date of this chapter, and after a public hearing, the Director shall adopt a list of available, suitable, and affordable biodegradable/compostable or recyclable alternatives for each product type. The Director shall regularly update the list.

(B) All County facilities and departments using any disposable food service ware shall use biodegradable/compostable or recyclable disposable food service ware unless there is no affordable biodegradable or compostable product available as determined by the Director in accordance with subsection (A) of this section.

5.46.050 Implementation—County contracts and leases.

(B) All County contracts and leases concerning matters or transactions where Polystyrene foam might otherwise be used shall contain the following minimum language:
Contractor agrees to comply fully with and be bound by all of the provisions of the County’s ordinance regulating the use and sale of polystyrene foam as set forth in Santa Cruz County Code Chapter 5.46 including the remedies provided for violation of the chapter. The provisions of Chapter 5.46 are incorporated herein by reference and made a part of this agreement as though fully set forth. This provision is a material term of this agreement. By entering into this agreement, the contractor agrees that if it breaches this provision, the County will suffer actual damages that will be impractical or extremely difficult to determine, further, contractor agrees that the sum of $100 liquidated damages for the first breach, $200 liquidated damages for the second breach in the same year, and $500 liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that the County will incur based on the violation, established in light of the circumstances existing at the time this agreement was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by the County because of contractor’s failure to comply with these provisions.

5.46.060 Exemptions.

(B) The Board of Supervisors may exempt a retail vendor or special event promoter from the requirements of this chapter for a one-year period upon showing that this chapter would create an undue hardship or practical difficulty not generally applicable to other persons in similar circumstances. The Director of Public Works shall put the decision to grant or deny a waiver in writing and it shall be final.

(C) A retail vendor or special event promoter granted an exemption must reapply prior to the end of the one-year exemption period and demonstrate continued undue hardship, if it wishes to have the exemption extended. Extensions may only be granted for intervals not to exceed one year.

5.46.070 Enforcement.

Enforcement of this chapter shall be as follows:

(A) The Director of Public Works shall have primary responsibility for enforcement of this chapter and shall have authority to issue citations for violation of this chapter. The Director is authorized to establish regulations or administrative procedures to obtain compliance with this chapter, including, but not limited to, inspecting any vendor’s premises to verify compliance in accordance with applicable law.

(B) Anyone violating or failing to comply with any of the requirements of this chapter or of any regulation or administrative procedure authorized by it shall be guilty of an infraction.

(C) The County Counsel may seek legal relief to enforce this chapter and any regulation or administrative procedure authorized by it.
(D) The remedies and penalties provided in this chapter are cumulative and not exclusive of one another.

(E) The County may inspect any retail vendor’s or special event promoter’s premises to verify compliance with this chapter. [Ord. 5122 § 7, 2012; Ord. 4920 § 2, 2008].

**5.46.080 Violations.**

Violations of this chapter shall be enforced as follows:

(A) For the first violation of this chapter, the Director of Public Works shall issue a written warning notice to the retail vendor or special event promoter specifying that a violation of this chapter has occurred, along with the appropriate penalties in the event of future violations. The vendor will have 30 days to comply.

(B) The following penalties will apply for subsequent violations of this chapter:

1. A fine not exceeding $100.00 for the first violation within 30 days after the first warning.
2. A fine not exceeding $200.00 for the second violation within 60 days after the first warning.
3. A fine not exceeding $500.00 for the third violation within 90 days after the first warning, and for every 30 days not in compliance.

(C) Vendors or special event promoters who violate this chapter in connection with commercial or noncommercial special events shall be assessed fines as follows:

1. A fine not exceeding $200.00 for an event of 100 to 200 persons.
2. A fine not exceeding $400.00 for an event of 201 to 400 persons.
3. A fine not exceeding $600.00 for an event of 401 to 600 persons.
4. A fine not exceeding $1,000 for an event of 601 or more persons. [Ord. 5122 § 8, 2012; Ord. 4920 § 2, 2008].
SECTION XXII

This ordinance shall take effect on the 31st day after the date of final passage.

PASSED AND ADOPTED this ___ day of January 2019, by the Board of Supervisors of the County of Santa Cruz by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

___________________________
Chairperson of the
Board of Supervisors

Attest: ________________
Clerk of the Board

APPROVED AS TO FORM:

___________________________
Office of the County Counsel

cc: Board of Supervisors
    County Administrative Office
    Auditor-Controller-Treasurer-Tax Collector
    Assessor-Recorder
    Animal Services Authority
    Agricultural Commissioner
    Department of Public Works
    Department of Parks, Open Space, and Cultural Services
    Planning Department
    Sheriff’s Office
    Probation Department
    Information Services Department
Chapter 2.14
DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS

2.14.040 Sale of excess County property.

(A) Property Related to Street Widening or Realignment. Whenever the Director of the Department of Public Works determines that County property which has been acquired or abandoned in connection with a street widening or street realignment project is not needed by the County, the Director shall seek an informal determination from the Director of the Planning Department as to 1) whether the property can be developed independently; 2) whether disposition of the property would be consistent with the County General Plan; and 3) whether disposition of the property would be categorically exempt from CEQA.

(1) If the Director of the Planning Department determines that the property cannot be developed independently, and that disposition of the property is consistent with the County General Plan and categorically exempt from CEQA, the Director of the Department of Public Works may seek authorization from the Board of Supervisors to negotiate a sale of the property to an adjacent property owner pursuant to the provisions of California Streets and Highways Code Sections 960 or 8356.

(2) Any negotiation authorized by the Board of Supervisors shall result in the execution of a memorandum of agreement between the prospective purchaser and the Director of the Department of Public Works which shall provide, among other things, that the proposed purchase price be deposited with the County. Upon deposit of the proposed purchase price by the adjacent owner, the Director of the Department of Public Works shall submit a proposed real property sales agreement to the Board of Supervisors. The proposed sales agreement shall include a provision requiring a combination of the purchased property with the property of the adjacent property owner. If the proposed sales agreement is not approved by the Board, the sales price deposit shall be returned to the proposed purchaser, and the property removed from sale or processed according to such further procedures for sale as directed by the Board.

(3) Any sale approved by the Board pursuant to this subsection of property with an estimated value of $25,000 or less shall be deemed a minor disposition of property which is exempt from the requirements for a general plan conformity determination pursuant to Government Code Section 65402(a) and (b).

(B) Property Unrelated to Street Widening or Realignment. Whenever the Director of the Department of Public Works determines that property owned by the County unrelated to street widening or realignment is not needed by the County, the Director shall submit a request to the Director of the Planning Department for 1) a determination of whether disposition of the property would be categorically exempt
from CEQA; and 2) a determination by the Planning Commission, pursuant to Government Code Section 65402, as to whether disposition of the property would conform with the County General Plan. If the proposed disposition is determined to be exempt from CEQA and in conformance with the County General Plan, the Director of the Department of Public Works may prepare proposed terms and conditions for sale pursuant to Government Code Section 25520 et seq. for consideration by the Board of Supervisors. Upon any approval by the Board of Supervisors of proposed terms and conditions for sale, the property shall be sold in compliance with the provisions of Government Code Section 25520 et seq. and as otherwise directed by the Board.

(C) To the extent applicable to the property, the requirements of Government Code Section 54220 et seq., relating to Surplus Lands, shall be implemented prior to disposition of the property. [Ord. 3885 § 1, 1988; Ord. 3778 § 1, 1986].
Chapter 2.28
JUVENILE HALL

Sections:
2.28.010 Schools—Establishment—Purpose.
2.28.020 Schools—Administration and maintenance.
2.28.030 Escapes deemed misdemeanors—Penalty.
2.28.040 Assisting escapees prohibited—Penalty.

2.28.010 Schools—Establishment—Purpose.
Pursuant to the provisions of Article 14, Chapter 2, Part 1, Division 2 of the California Welfare and Institutions Code, commencing with Section 850, there is established an elementary public school and a secondary public school at the Juvenile Hall in the County, for the purpose of providing school-age children confined in the Juvenile Hall elementary and secondary education, as authorized by the State Board of Education and the County Board of Education. [Ord. 531, 1957; prior code § 5.40.010].

2.28.020 Schools—Administration and maintenance.
The County Superintendent of Schools shall be responsible for the administration and maintenance of the schools hereinabove provided for, and the County Board of Education shall have the same powers and duties with respect to such schools as the governing board of a school district would have were the said schools maintained by a school district under the provisions of Article 14, Chapter 2, Part 1, Division 2 of the California Welfare and Institutions Code, commencing with Section 850. [Ord. 2284, 1976; Ord. 531, 1957; prior code § 5.40.020].

2.28.030 Escapes deemed misdemeanors—Penalty.
Every juvenile lawfully confined in the Juvenile Hall of the County who thereafter escapes or attempts to escape while so confined is guilty of a misdemeanor, and shall be punished by a fine not exceeding $100.00, or by imprisonment in the County Jail for a period of not exceeding six months, or by both such fine and imprisonment; provided, however, that nothing contained in this section shall apply to juveniles committed to the California Youth Authority. [Ord. 1300, 1968; prior code § 5.40.030].

2.28.040 Assisting escapees prohibited—Penalty.
Any person who knowingly permits or aids any inmate of the Juvenile Hall of the County to escape therefrom, or conceals him with the intent of enabling him to elude pursuit, is guilty of a misdemeanor, and shall be punished by a fine not exceeding $100.00, or by imprisonment in the County Jail for a period not exceeding six months, or by both such fine and imprisonment; provided, however, that nothing contained in this section shall apply to juveniles committed to the California Youth Authority. [Ord. 1300, 1968; prior code § 5.40.040].
Chapter 2.30
JUVENILE RESIDENTIAL AND DAY CARE TREATMENT FACILITY

Sections:
2.30.010 Establishment—Project JET.
2.30.020 Management and control.
2.30.030 Personnel selection.

2.30.010 Establishment—Project JET.
There is created and established, pursuant to the provisions of Sections 880 to 891, inclusive, of the Welfare and Institutions Code, a Juvenile Residential and Day Care Treatment Facility in and for the County, at the Santa Cruz Juvenile Hall. The program to be conducted at the facility shall be known as the “Juvenile Educational and Training Project of Santa Cruz County,” and may be designated in court orders and other official documents as “Project JET.” [Ord. 2191, 1975; prior code § 5.41.010].

2.30.020 Management and control.
The Juvenile Residential and Day Care Treatment Facility shall be under the management and control of the Probation Department. The project shall be in charge of the Superintendent of the Juvenile Hall, who is selected and appointed under civil service regulations by the Chief Probation Officer and subject to confirmation by the Board of Supervisors. [Ord. 2191, 1975; prior code § 5.41.020].

2.30.030 Personnel selection.
Personnel at such facility shall be selected and appointed by the Chief Probation Officer, subject to confirmation by the Board of Supervisors. [Ord. 2191, 1975; prior code § 5.41.030].
CHAPTER 2.66
ANIMAL NUISANCE ABATEMENT APPEALS COMMISSION

2.66.011 Appeal procedures.
An appeal may be taken from any order or notice issued by the County’s Director of General Manager of the Santa Cruz County Animal Services Authority pursuant to SCC 6.10.050(D), 6.12.140 and 6.24.070. The owner served with the order or notice may appeal the Director’s decision of the General Manager to the Commission by notifying the Director/General Manager in writing, within 72 hours of receipt of the order or notice, that a hearing is requested.

The appeal shall be accompanied by the filing fee established by resolution of the Board of Supervisors and shall specify the grounds upon which the appeal is taken. Upon receipt of the appeal, the Director of Animal Services/General Manager shall convey it to the Clerk of the Commission. The Clerk of the Commission shall set the matter for hearing not less than five nor more than 45 days after the date the appeal was received by the Clerk. Written notice of the time and place of the hearing shall be given to the appellant at least 72 hours prior to the date set for the hearing. [Ord. 4490 § 13, 1998; Ord. 4366 § 2, 1995].

2.66.012 Service of orders or notices.
All notices or orders issued by the Director of Animal Services/General Manager shall be served upon all persons entitled thereto, either personally or by mailing a copy of the notice or order by certified mail, postage prepaid, return receipt requested, to each such person at their address as it appears on the last equalized assessment roll of the County, or as known to the Director/General Manager. The failure of any such person to receive such notice or order shall not affect the validity of any proceeding taken under this chapter. Service by certified mail in the manner herein provided shall be effective on the date of the mailing. [Ord. 4366 § 3, 1995].

2.66.040 Organization and procedures.
(A) General Organization. The Commission shall comply in all respects with the provisions of SCC 2.38.

(B) Staff Support. Staff support shall be provided by the Director of Animal Services/General Manager and by the County Counsel. The Clerk of the Board of Supervisors shall act as the Clerk of the Commission. [Ord. 4331 § 1, 1994].

2.66.060 Powers and duties.
The Commission shall exercise the following responsibilities:
(A) Receive, process, adjudicate and issue orders in connection with appeals from orders of the Director of Animal Services, as provided in SCCC 2.66.011 and 6.24.070;

(B) Exercise any other responsibility which may be set forth in the Commission’s bylaws approved by the Board of Supervisors. [Ord. 4366 § 1, 1995; Ord. 4331 § 1, 1994; Ord. 4305 § 3, 1994; Ord. 4020 § 1, 1989].
CHAPTER 2.82
AGRICULTURAL POLICY ADVISORY COMMISSION

2.82.010 Established—Statutory authority.
The Agricultural Policy Advisory Commission is established under the authority of Government Code Section 31001.25208, in compliance with SCCC Chapter 2.38. [Ord. 2521, 1978; prior code § 3.59.010].

2.82.020 Membership.
(A) The Commission shall consist of seven members appointed as follows.

(B) There shall be, in addition, two liaison members appointed. The other two members of the Commission are the County Director of the County Cooperative Agricultural Extension, and the County Agricultural Commissioner. These individuals shall have seats on the Commission but shall not vote. [Ord. 2521, 1978; prior code § 3.59.030].

2.82.040 Organization and procedures.
(A) General Organization. The Commission may establish its own rules and procedures insofar as they comply in all respects with the provisions of SCCC Chapter 2.38. The Commission may also, from time to time, consult with authorities in the field.

(B) County Staff Support.

(1) The Agricultural Commissioner, or their designee, shall provide staff support for the Commission. The Agricultural Commissioner, Director of the Department, or their designee, shall serve as Administrative Secretary to the Commission, prepare minutes of Commission meetings and annual reports from the Commission to the Board of Supervisors, and shall receive copies of all minutes, reports and recommendations submitted to the Board of Supervisors by the Commission.

(2) Planning Department Support. With regard to Commission duties under subsection (B) of this section, the Planning Department shall cooperate in providing staff support for the
Commission. Such support shall consist of application receipt and processing, agenda preparation and public noticing, staff report preparation, and presentation of appeals of Agricultural Policy Advisory Commission decisions to the Board of Supervisors. [Ord. 2677, 1979; Ord. 2521, 1978; prior code § 3.59.050].

2.82.050 Powers and duties.

The Commission shall perform the following duties:

(A) Advise and assist the Board of Supervisors by providing information on the County’s agricultural industry, and evaluating matters referred to the Commission by the Board;

(B) Review, in cooperation with the Planning Department, proposed development projects having the potential to affect agricultural lands, as designated on the County’s Agricultural Resources Map. Such review shall consist of buffer setback determinations, agricultural viability determinations, agricultural land use regulation and policy interpretations, recommendations regarding land division proposals in, or adjoining, CA or AP Zone Districts, for Type 1a agricultural land, and recommendations regarding proposed amendments to the agricultural land type designations as shown on the Agricultural Resources Map. The Commission shall also perform the functions specified in SCCC 13.10, 13.14, and 16.50Chapter 13.14.SCCC. [Ord. 2677, 1979; Ord. 2521, 1978; prior code § 3.59.020].
Chapter 4.04
REAL PROPERTY TRANSFER TAX

Sections:
4.04.010 Title—Statutory authority.
4.04.020 Imposition—Amount.
4.04.030 Who must pay.
4.04.040 Exemptions.
4.04.050 Credits.
4.04.060 Administration—Distribution of funds.
4.04.070 Payment prerequisite to document recordation—Requirements.
4.04.080 Taxpayer’s records.
4.04.090 Repurchasing unused tax stamps.
4.04.100 Refunds.
4.04.110 Interpretation of provisions.
4.04.120 Unlawful acts designated—Penalty—Liability limitations.

4.04.010 Title—Statutory authority.
This chapter shall be known as the "Real Property Transfer Tax Ordinance of the County of Santa Cruz." It is adopted pursuant to Part 6.7 commencing with Section 11901 of Division 2 of the Revenue and Taxation Code, commencing with Section 11901. [Ord. 1277, 1967; prior code § 7.15.010].

4.04.020 Imposition—Amount.
There is hereby imposed on each deed, instrument or writing by which any lands, tenements or other realty sold within the County of Santa Cruz shall be granted, assigned, transferred or otherwise conveyed to or vested in the purchaser or purchasers, or any other person or persons by his or their direction, when the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrances remaining thereon at the time of sale) exceeds $100.00, a tax at the rate of $0.55 for each $500.00 or fractional part thereof. [Ord. 1277, 1967; prior code § 7.15.020].

4.04.030 Who must pay.
The tax imposed by SCCC 4.04.020 shall be paid by any person who makes, signs, or issues any document or instrument subject to the tax, or for whose use or benefit the same is made, signed or issued. [Ord. 1277, 1967; prior code § 7.15.030].
4.04.040 Exemptions.

The exemptions set forth in Chapter 3 of Part 6.7 of Division 2 of the Revenue and Taxation Code (commencing with Section 11921) apply to the tax imposed under this chapter. (A) The tax imposed pursuant to this chapter shall not apply to any instrument in writing given to secure a debt.

(B) Any deed, instrument or writing to which the United States or any agency or instrumentality thereof, any State or territory or political subdivision thereof is a party shall be exempt from any tax imposed pursuant to this chapter when the exempt agency is acquiring title.

(C)(1) The tax imposed pursuant to this chapter shall not apply to the making, delivering or filing of conveyances to make effective any plan of reorganization or adjustment:

(a) Confirmed under the Federal Bankruptcy Act, as amended;

(b) Approved in an equity receivership proceeding in a court involving a railroad corporation, as defined in subdivision (m) of Section 205 of Title 11 of the United States Code as amended;

(c) Approved in an equity receivership proceeding in a court involving a corporation, as defined in subdivision (3) of Section 506 of Title 11 of the United States Code, as amended; or

(d) Whereby a mere change in identity, form or place of organization is affected.

(2) Subsections (C)(1)(a) through (C)(1)(d), inclusive, of this section shall apply if the making, delivery or filing of instruments of transfer or conveyances occurs within five years from the date of such confirmation, approval or change.

(D) The tax imposed pursuant to this chapter shall not apply to the making or delivery of conveyances to make effective any order of the Securities and Exchange Commission, as defined in subdivision (a) of Section 1083 of the Internal Revenue Code of 1954; but only if:

(1) The order of the Securities and Exchange Commission in obedience to which such conveyance is made recites that such conveyance is necessary or appropriate to effectuate the provisions of Section 79k of Title 15 of the United States Code, relating to the Public Utility Holding Company Act of 1935;

(2) Such order specifies the property which is ordered to be conveyed;

(3) Such conveyance is made in obedience to such order.

(E) Exemption from Transfer Tax.
(1) In the case of any realty held by a partnership, no tax shall be imposed pursuant to this chapter by reason of any transfer of an interest in the partnership or otherwise if:

(a) Such partnership (or other partnership) is considered a continuing partnership within the meaning of Section 708 of the Internal Revenue Code of 1954; and

(b) Such continuing partnership continues to hold the realty concerned.

(2) If there is a termination of any partnership within the meaning of Section 708 of the Internal Revenue Code of 1954 for purposes of this chapter, such partnership shall be treated as having executed an instrument whereby there was conveyed for fair market value (exclusive of the value of any lien or encumbrance remaining thereon), all realty held by such partnership at the time of such termination.

(3) Not more than one tax shall be imposed pursuant to this chapter by reason of a termination described in subsection (E)(2) of this section and any transfer pursuant thereto, with respect to the realty held by such partnership at the time of such termination.

(F) The tax imposed pursuant to this chapter shall not apply with respect to any deed, instrument or writing to a beneficiary or mortgagee which is taken from the mortgagor or trustor as a result of or in lieu of foreclosure; provided, that such tax shall apply to the extent that the consideration exceeds the unpaid debt, including accrued interest and cost of foreclosure. Consideration, unpaid debt amount, and identification of grantee as beneficiary or mortgagee shall be noted on said deed, instrument or writing, or stated in an affidavit or declaration under penalty of perjury for tax purposes.

(G) The tax imposed pursuant to this chapter shall not apply with respect to any deed, instrument or other writing which purports to transfer, divide or allocate community, quasi-community or quasi-marital property assets between spouses for the purpose of effecting a division of community, quasi-community or quasi-marital property which is required by judgment decreeing a dissolution of the marriage or legal separation, by judgment of nullity, or by any other judgment or order rendered pursuant to Part 5 (commencing with Section 4000) of Division 4 of the Civil Code, or by written agreement between the spouses, executed in contemplation of any such judgment or order, whether or not the written agreement is incorporated as part of any of those judgments or orders. In order to qualify for the exemption under this subsection, the deed, instrument or other writing shall include a written recital, signed by either spouse, stating that the deed, instrument or other writing is entitled to the exemption. [Ord. 3620 § 27, 1985; Ord. 1277, 1967; prior code § 7.15.040].
4.04.050 Credits.
If the legislative body of any city in the County imposes a tax pursuant to Part 6.7 of Division 2 of the Revenue and Taxation Code equal to one-half the amount specified in SCCC 4.04.020, a credit shall be granted against the taxes due under this chapter in the amount of the city’s tax. However, no credit shall be allowed for any city tax which is not in conformance with Part 6.7 of Division 2 of the Revenue and Taxation Code. [Ord. 1277, 1967; prior code § 7.15.050].

4.04.060 Administration—Distribution of funds.
(A) The County Recorder shall administer this chapter and shall also administer any ordinance adopted by any city in the County pursuant to Part 6.7 (commencing with Section 11901) of Division 2 of the Revenue and Taxation Code imposing a tax for which a credit is allowable by this chapter.

(B) On or before the fifteenth day of the month, the Recorder shall report to the County Auditor the amounts of taxes collected during the preceding month pursuant to this chapter and each such city ordinance. The Auditor shall allocate and distribute the monthly said taxes on a monthly basis as follows:

1. All moneys which relate to transfer of real property located in the unincorporated territory of the County shall be allocated to the County.

2. All moneys which relate to transfers of real property located in a city in the County which has imposed a tax pursuant to said Part 6.7 of Division 2 of the Revenue and Taxation Code shall be allocated one-half to such city and one-half to the County.

3. All moneys which relate to transfers of real property located in a city in the County which imposes a tax on transfers of real property not in conformity with said Part 6.7 of Division 2 of the Revenue and Taxation Code shall be allocated to the County.

4. All moneys which relate to transfers of real property in a city in the County which does not impose a tax on transfers of real property shall be allocated to the County. [Ord. 1322, 1968; Ord. 1277, 1967; prior code § 7.15.070].

4.04.070 Payment prerequisite to document recordation—Requirements.
(A) The Recorder shall neither accept nor record any deed, instrument or writing subject to the tax imposed by this chapter unless the tax is paid and the tax roll parcel number has been noted upon said deed, instrument or writing at the time of presentation for recording.
(B) If the party submitting the document for recording so requests, the amount of tax due shall be shown on a separate paper which shall be affixed to the document by the Recorder after the permanent record is made and before the original is returned as specified in Section 27321 of the Government Code.

(BC) Every document subject to tax under this chapter which is submitted for recordation shall have on the face of the document or on a separate paper pursuant to subsection (B) of this section, a declaration of the amount of tax due, signed by the party determining the tax or their agent, and the Recorder may rely thereon, provided the Recorder has no reason to believe the full amount of the tax due has not been paid. The declaration shall include a statement that the consideration or value on which the tax due was computed was, or that it was not, exclusive of the value of a lien or encumbrance remaining on the interest or property conveyed at the time of sale.

(CD) Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document or in a separate document, the location of the lands, tenements or other realty described in the document. If such lands, tenements or other realty are located within a city in the County, the name of the city shall be set forth. If lands, tenements or other realty are located in the unincorporated area of the County, that fact shall be set forth.

(DE) Each deed, instrument or writing by which lands, tenements or other realty is sold, granted, assigned, transferred or otherwise conveyed shall have noted upon it the tax roll parcel number. A parcel which has been created by the division of an existing parcel and which at the time of recording has no separate parcel number shall have noted upon it the parcel number of the parcel from which it was created. The number will be used only for administrative and procedural purposes and will not be proof of title, and in the event of any conflicts, the stated legal description noted upon the document shall govern. The validity of such a document shall not be affected by the fact that such parcel number is erroneous or omitted, and there shall be no liability attaching to any person for an error in such number or for omission of such number.

(EF) The failure to collect the tax due shall not affect the constructive notice otherwise imparted by recording a deed, instrument or writing. [Ord. 1322, 1968; Ord. 1675, 1972; Ord. 1483, 1970; prior code § 7.15.080].

4.04.080 Taxpayer's records.
Whenever the County Recorder has reason to believe that the full amount of tax due under this chapter has not been paid the Recorder may, by notice served upon any person liable therefor, require them to furnish a true copy of their records relevant to the amount of the consideration or value of the interest or property conveyed. [Ord. 1322, 1968; Ord. 1277, 1967; prior code § 7.15.110].
4.04.090 Repurchasing unused tax stamps.
The County Recorder shall repurchase any unused documentary tax stamps sold by him prior to July 1, 1968. The Recorder shall accept in payment of the tax any such stamps affixed to a document offered for recordation and shall cancel the stamps so affixed. [Ord. 1322, 1968; Ord. 1277, 1967; prior code § 7.15.060].

4.04.100 Refunds.
Claims for refunds of taxes imposed pursuant to this chapter shall be governed by the provisions of Chapter 5 (commencing with Section 5096) of Part 9 of Division 1 of the Revenue and Taxation Code. [Ord. 1322, 1968; Ord. 1277, 1967; prior code § 7.15.090].

4.04.110 Interpretation of provisions.
In the administration of this chapter, the Recorder shall interpret its provisions consistently with those Documentary Stamp Tax Regulations adopted by the Internal Revenue Service of the United States Treasury Department which relate to the Tax on Conveyances and identified as Sections 47.4361-1, 47.4361-2 and 47.4362-1 of Part 47 of Title 26 of the Code of Federal Regulations as the same existed on November 8, 1967, except that for the purposes of this chapter, the determination of what constitutes “realty” shall be determined by the definition or scope of that term under State law. [Ord. 1322, 1968; Ord. 1277, 1967; prior code § 7.15.100].

4.04.120 Unlawful acts designated—Penalty—Liability limitations.
(A) Any person or persons who makes, signs, issues or accepts, or causes to be made, signed, issued or accepted and who submits or causes to be submitted for recordation any deed, instrument or writing subject to the tax imposed by this chapter and makes any material misrepresentation of fact for the purpose of avoiding all or any part of the tax imposed by this chapter shall be guilty of a misdemeanor.

(B) No person or persons shall be liable, either civilly or criminally, for any unintentional error made in designating the location of the lands, tenements or other realty described in a document subject to the tax imposed by this chapter. [Ord. 1322, 1968; Ord. 1277, 1967; prior code § 7.15.120].
Chapter 4.08
REASSESSMENT OF DAMAGED PROPERTY

Sections:

4.08.010 Who may file for reassessment.
4.08.020 Application—Contents.
4.08.030 Reassessment and notice.
4.08.040 Initiation by Assessor—Conditions.
4.08.050 Appeal from proposed reassessment.
4.08.060 Reduction of assessments—Conditions.

4.08.010 Who may file for reassessment.
Any person who is the owner of any taxable property, or any person liable for the taxes thereon, whose property was damaged or destroyed without their fault by a misfortune or calamity, may file an application for the reassessment of such property under this chapter and as further regulated by Revenue and Taxation Code Section 170. [Ord. 3202 § 1, 1982; Ord. 2103, 1975; prior code § 7.30.010].

4.08.020 Application—Contents.
(A) The application must be executed under penalty of perjury or, if executed outside the State, verified by affidavit and filed with the Assessor Clerk of the Board of Supervisors within 12 months of the occurrence of the misfortune or calamity.

(B) The application must include:

1. Description or identification of the property damaged or destroyed;
2. A showing that the damage is in excess of $10,000;
3. Facts and circumstances surrounding the damage or destruction of the property; and
4. Description of the condition and value, if any, of the property immediately after the damage. [Ord. 4691 § 1, 2002; Ord. 3202 § 2, 1982; Ord. 2895, 1980; Ord. 2359, 1976; Ord. 2103, 1975; prior code § 7.30.020].

4.08.030 Reassessment and notice.
The Assessor shall act on a timely filed application by appraising and reassessing a damaged property pursuant to the requirements of Revenue and Taxation Code Section 170(b). The Assessor, upon receipt of a proper application for reassessment from the Clerk of the Board of Supervisors, shall verify the amounts claimed on the application in the before and after condition. Upon
such verification, the Assessor shall compute a percentage relationship of loss, reduce the current assessed value by that percentage, and give notice of the proposed reassessment to the applicant as provided in Section 170 of the Revenue and Taxation Code. In addition, a copy of the notice of proposed reassessment shall be mailed to the occupant of any such property. [Ord. 3202 § 3, 1982; Ord. 2895, 1980; Ord. 2359, 1976; Ord. 2103, 1975; prior code § 7.30.030].

4.08.040 Initiation by Assessor—Conditions.
In the event that no application for reassessment is made as provided in SCCC 4.08.020 and the Assessor determines within a period of 12 months of the occurrence of a misfortune or calamity that a property has suffered damage caused by such misfortune or calamity which may qualify the property owner for relief under this chapter, the Assessor may reassess the property in the same manner set forth in SCCC 4.08.030 and notify the last known owner of the property of the reassessment. [Ord. 4691 § 2, 2002; Ord. 3269 § 1, 1982; Ord. 3099, 1981; Ord. 2359, 1976; prior code § 7.30.035].

4.08.050 Appeal from proposed reassessment.
The applicant may appeal the proposed reassessment to the Assessment Appeals Board within six months of the date of mailing of the proposed reassessment notice, and the Board shall hear and decide the matter as if the proposed reassessment had been entered on the roll as an assessment made outside the regular assessment period. The Assessment Appeals Board shall have no jurisdiction to hear appeals not filed within the six-month period. [Ord. 4691 § 3, 2002; Ord. 2103, 1975; prior code § 7.30.040].

4.08.060 Reduction of assessments—Conditions.
The amount of damages must be verified by the Assessor to be at least $10,000 before a property may be reassessed under the terms of this chapter. The assessment of damaged or destroyed property on the assessment roll for the year in question shall be reduced and taxes cancelled or refunded on a prorated basis, as provided in Section 170 of the Revenue and Taxation Code, if the amount of damages, as verified by the Assessor, is at least $10,000. [Ord. 4691 § 4, 2002; Ord. 2895, 1980; Ord. 2534, 1978; Ord. 2359, 1976; Ord. 2103, 1975; prior code § 7.30.050].
Chapter 4.09
1989 EARTHQUAKE RELIEF

Sections:
4.09.010 Purpose and intent.
4.09.020 Definitions.
4.09.030 Deferral of the first installment of regular secured roll property taxes for the 1989-90 fiscal year.
4.09.040 Deferral of unpaid, nondelinquent 1989-90 fiscal year supplemental tax payments.
4.09.050 Penalty if not entitled to deferral.
4.09.060 Chapter not applicable to impound accounts.

4.09.010 Purpose and intent.
(A) It is the purpose and intent of this chapter to provide immediate tax relief to owners whose property sustained substantial disaster damage due to the earthquake and aftershocks occurring in October 1989.

(B) This chapter is enacted to permit the deferral of unpaid 1989-90 fiscal year taxes on eligible property which has sustained substantial disaster damage as a result of the earthquake and aftershocks occurring in October 1989, if the owner files a claim for deferral on or before December 10, 1989, with the Assessor. [Ord. 4025 § 2, 1989].

4.09.020 Definitions.
As used in this chapter:

(A) “Eligible property” means real property and any mobile home, including any new construction which was completed, or any change in ownership which occurred prior to the commencement of the disaster on October 17, 1989, which sustained substantial disaster damage as defined in subsection (C) of this section.

(B) “Property tax deferral claim” means a claim filed by the owner of eligible property in conjunction with or in addition to the filing of an application for reassessment of that property pursuant to Chapter 4.08 SCCC, which enables the owner to defer payment of the December 10, 1989, installment of taxes, as provided in SCCC 4.09.030 or 4.09.040.

(C) “Substantial disaster damage” means, with respect to real property and any mobile home which has received the homeowner’s exemption or is eligible for the exemption as of the most recent March 1st, damage amounting to at least 10 percent of its fair market value or $5,000, whichever is less; and with
In respect to other property, damage to the parcel of at least 20 percent of its fair market value immediately preceding the disaster causing the damage. [Ord. 4025 § 2, 1989].

4.09.030 Deferral of the first installment of regular secured roll property taxes for the 1989-90 fiscal year.

Any owner of eligible property who files on or before December 10, 1989, a claim for the reassessment pursuant to the provisions of Chapter 4.08 SCCC based upon earthquake damage occurring in October 1989, may apply to the County Assessor to defer payment of the first installment of property taxes on the regular secured roll for the 1989-90 fiscal year with respect to that property which are due no later than December 10, 1989. If a timely claim is filed, the payment shall be deferred without penalty or interest until the Assessor has reassessed the property and a corrected bill pursuant to the provisions of Chapter 4.08 SCCC has been sent to the property owner. Taxes deferred pursuant to this section are due 30 days after receipt by the owner of the corrected tax bill and if unpaid thereafter are delinquent as provided in Section 2610.5 of the Revenue and Taxation Code and are subject to the penalty provided by law. [Ord. 4025 § 2, 1989].

4.09.040 Deferral of unpaid, nondelinquent 1989-90 fiscal year supplemental tax payments.

Any owner of eligible property may apply to the County Assessor to defer payment of unpaid, nondelinquent 1989-90 fiscal year supplemental roll taxes on such eligible property reassessed pursuant to Chapter 3.5 (commencing with Section 75) of Part 0.5 of the California Revenue and Taxation Code, if the owner files a claim for deferral pursuant to this chapter and a claim for reassessment pursuant to Chapter 4.08 SCCC on or before December 10, 1989, with the Assessor. If a timely claim is filed, the payment shall be deferred without penalty or interest until the Assessor has reassessed the property and a corrected supplemental bill prepared pursuant to the provisions of Chapter 4.08 SCCC has been sent to the property owner. Taxes deferred pursuant to this section shall be due on the last day of the month following the month in which the corrected supplemental bill is mailed or the delinquent date of the second installment of the original bill, whichever is later. If the taxes are unpaid by that date, the taxes are delinquent as provided in Section 2610.5 of the Revenue and Taxation Code and are subject to the penalty provided by law. [Ord. 4025 § 2, 1989].

4.09.050 Penalty if not entitled to deferral.

If the following reassessment pursuant to Chapter 4.08 SCCC, the Assessor determines that an owner who applied for and was granted a deferral of property taxes was not entitled to that deferral, the owner shall be assessed a delinquency penalty for the nonpayment of deferred taxes. [Ord. 4025 § 2, 1989].
4.09.060 Chapter not applicable to impound accounts.

The provisions of this chapter do not apply to property taxes paid through impound accounts. [Ord. 4025 § 2, 1989].
Chapter 4.232
COUNTY PARKS FUNDING

Sections:
4.232.010 Title and purpose.
4.232.020 Definitions.
4.232.030 Tax levy.
4.232.040 Purposes and uses of tax.
4.232.050 Exemption.
4.232.060 Computation and collection of tax—Interest and penalties.
4.232.070 Accountability.
4.232.080 Examination of books and records and annual audit.
4.232.090 Refund of tax, penalty, or interest paid more than once, or erroneously or illegally collected.
4.232.100 Savings clause.
4.232.110 Regulations.

4.232.010 Title and purpose.
This chapter shall be known and may be cited as the “County Parks Funding Ordinance.” [Ord. 5184 § 1, 2014].

4.232.020 Definitions.
The following words and phrases whenever used in this chapter shall be construed and defined in this section as follows:

(A) “Director” shall mean the Director of the Department of Parks, Open Space and Cultural Services, or their designee.

(B) “Owner” shall mean the legal owner of any parcel of real property, except when the legal owner of the real property is such due to the holding of a mortgage, note or other security, in which case the “owner” shall be deemed to be the beneficial owner of said parcel of real property.

(C) “Parcel” shall mean the smallest, separately segregated lot, unit or plot of land having an identified owner, boundaries and surface area which is documented for property tax purposes and given an assessor’s identification number by the County of Santa Cruz Tax Assessor.
“Possessory interest” shall mean possession of, claim to, or right to the possession of land or improvements and shall include any exclusive right to the use of such land or improvements. [Ord. 5184 § 1, 2014].

4.232.030 Tax levy.
The tax as set forth in this section is hereby levied as follows, commencing the fiscal year 2014-2015, on all improved parcels within the boundaries of the unincorporated area of the County of Santa Cruz outside of recreation and park districts.

(A) For each improved parcel, the annual tax rate shall be $8.50.

(B) The tax imposed by this chapter shall be assessed to the owner unless the owner is by law exempt from taxation, in which case the tax imposed shall be assessed to the holder of the possessory interest in such parcel, unless such holder is also by law exempt from taxation.

(C) For the purposes specified in SCCC 4.23.040, the tax shall be levied so long as it is necessary to pay for services as specified in SCCC 4.23.040.

(D) The tax is levied pursuant to California Government Code Section 50075 et seq. and is a tax upon each improved parcel of property.

(E) The amount of the tax is not measured by the value of the parcel. [Ord. 5184 § 1, 2014].

4.232.040 Purposes and uses of tax.

(A) There is hereby established a special segregated fund entitled “County Parks Parcel Tax Fund” to be maintained and administered by the County.

(B) Proceeds of the tax, together with any interest and penalties thereon (collectively, the “tax proceeds”), shall be collected each fiscal year and deposited in said special fund, and shall be used exclusively for the purpose of providing, maintaining, and preserving County parks and open space and to operate recreational and cultural programs within County Service Area No. 11, or securing the payment of any indebtedness incurred for these purposes.

(C) The tax proceeds may also be used, to enforce and administer the tax, including to pay costs for submission of any measure to the voters for the establishment or alteration of the tax, and to pay any costs associated with the collection of the tax. [Ord. 5184 § 1, 2014].
4.232.050 Exemption.
The tax imposed by this chapter shall not be construed as imposing a tax upon any person when the imposition of such tax upon that person would be in violation of either the Constitution of the United States or the Constitution of the State of California. [Ord. 5184 § 1, 2014].

4.232.060 Computation and collection of tax—Interest and penalties.
(A) The Director or their designee or employee is hereby authorized and directed each fiscal year, commencing with the fiscal year 2014-15, to determine the tax amount to be levied for the next ensuing fiscal year for each taxable parcel of real property within the unincorporated area of the County of Santa Cruz outside of recreation and park districts, in the manner and as provided in SCCC 4.23.0304.22.040. The Director is hereby authorized and directed to provide all necessary information to the County Auditor-Controller of the County of Santa Cruz to affect proper billing and collection of the tax, so that the installments of the tax shall be included on the secured property tax roll of the County of Santa Cruz. Unless otherwise required by the Board of Supervisors, no Board action shall be required to authorize the annual collection of the tax as herein provided.

(B) The tax shall be collected in the same manner as ordinary ad valorem taxes are collected by the County of Santa Cruz and shall have the same lien priority. The tax shall, and be subject to the same penalties and the same procedures for sale in cases of delinquency as provided for ad valorem taxes collected by the County of Santa Cruz; provided, however, that the Board of Supervisors may provide for other appropriate methods of collection of the tax.

(C) The tax shall constitute a lien upon the parcel upon which it is levied until it has been paid. Any unpaid tax due under this chapter shall be subject to all remedies provided under the Santa Cruz County Code and as provided by law. [Ord. 5184 § 1, 2014].

4.232.070 Accountability.
Pursuant to Government Code Sections 50075.1 and 50075.3 of the California Government Code, the specific purposes of the tax, and the requirement that the tax proceeds be applied to such purposes, and the establishment of a special fund for the tax proceeds are as set forth in SCCC 4.23.040.22.040. So long as the tax is collected hereunder, commencing no later than July 1, 2014, the Auditor-Controller is hereby authorized and directed to cause to be prepared and filed with the Board of Supervisors a report that shows the amount of tax collected and expended and the status of any projects funded with the tax proceeds. For purposes of this section, the Auditor-Controller is authorized to retain such consultants, accountants or agents as may be necessary or convenient to accomplish the foregoing. [Ord. 5184 § 1, 2014].
4.232.080 Examination of books and records and annual audit.

(A) The Auditor-Controller or Director of the Department of Parks, Open Space and Cultural Services or their designee is hereby authorized and directed to examine assessment rolls, property tax records, records of the Santa Cruz County Recorder and any other records of the County of Santa Cruz deemed necessary in order to determine ownership of parcels and computation of the tax authorized under this chapter.

(B) The Auditor-Controller shall perform an annual audit to assure accountability of the proper disbursement of these tax proceeds in accordance with the objectives stated herein. [Ord. 5184 § 1, 2014].

4.232.090 Refund of tax, penalty, or interest paid more than once, or erroneously or illegally collected.

When the amount of the tax, any penalty, or any interest has been paid more than once, or has been erroneously or illegally collected or received by the County under this chapter, it may be refunded provided a verified claim in writing therefor, stating the specific grounds upon which the claim is founded, is filed with the Auditor-Controller within one year from the date of payment. If the claim is approved by the Auditor-Controller, the excess amount collected or paid may be refunded or may be credited against any amounts then due and payable from the person from whom it is collected or by whom paid, and the balance may be refunded to such person or their administrators or executors. [Ord. 5184 § 1, 2014].

4.232.100 Savings clause.

The provisions of this chapter shall not apply to any person, or to any property as to whom or which it is beyond the power of the County to impose the tax herein provided. If any provision, sentence, clause, section or part of this chapter is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such provision, sentence, clause, section or part of this chapter and shall not affect or impair any remaining provisions, sentences, clauses, sections or parts of this chapter. It is hereby declared to be the intention of the County that this chapter would have been adopted had such unconstitutional, illegal or invalid provision, sentence, clause, section or part thereof not been included herein. [Ord. 5184 § 1, 2014].

4.232.110 Regulations.

The Auditor-Controller and the Director of the Department of Parks, Open Space and Cultural Services are hereby authorized to promulgate such regulations as they shall deem necessary in order to implement the provisions of this chapter. [Ord. 5184 § 1, 2014].
Chapter 4.24

UNIFORM TRANSIENT OCCUPANCY TAX

4.24.010 Title for citation.
This chapter shall be known as the “Uniform Transient Occupancy Tax Ordinance of the County of Santa Cruz.” [Ord. 1011, 1964; prior code § 7.05.010].

4.24.020 Definitions.
Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter:

(A) “Transient occupancy facility” means any facility, or any portion of any facility, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, lodginghouse, roominghouse, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other lodging. “Transient occupancy facility” includes, but is not limited to, a camping site or a space at a campground or recreational vehicle park, but does not include:

(1) Any facilities operated by a local government entity;

(2) The right of an owner of a time-share estate, as defined in Section 11003.5 of the California Business and Professions Code, in a room or rooms in a time-share project, or the owner of a membership camping contract, as defined by subdivision (b) of Section 1812.300 of the California Civil Code, in a camping site at a campground or the guest of the owner to occupy the room, rooms, camping site, or other real property in which the owner retains that interest. “Guest of the owner” means a person who occupies real property accompanied by the owner of a room or rooms in a time-share project, or who occupies a camping site in a campground pursuant to a right or license under a membership camping contract, or who exercises that owner’s right of occupancy without payment of any compensation to the owner, or pursuant to any form of exchange program;

(3) Any campsite in a unit of the State park system.

The burden of establishing that a place of occupancy is not a transient occupancy facility shall be upon the owner or operator thereof, who shall file with the Tax Administrator such information as the Tax Administrator may request, to establish and maintain nontransient occupancy facility status.

(C) “Operator” means the person who is proprietor of the transient occupancy facility, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where
the operator performs their functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter, and shall have the same duties and liabilities as their principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.

(F) “Tax Administrator” means the County Auditor-Controller-Treasure-Tax Collector.

4.24.070 Registration certificate required.
Within 30 days after the effective date of the ordinance codified in this chapter, or within 30 days after commencing business, whichever is later, each operator of any transient occupancy facility renting occupancy to transients shall register said transient occupancy facility with the Tax Administrator and obtain from the Tax Administrator a “transient occupancy registration certificate” to be at all times posted in a conspicuous place on the premises. Such certificate shall, among other things, state the following:

4.24.080 Reporting and remitting.
(A) Each operator shall, on or before the last day of the month following the close of each calendar month, make a return to the Tax Administrator, on forms provided by the Tax Administrator, of the total rents charged and received and the amount of tax collected for transient occupancies. In addition, operators of recreational housing units that are, exempted from the residential permit allocation system set forth in ordinance pursuant to SCCC 12.02.020, shall include with the return a statement, in the form prescribed by the Tax Administrator, for each recreational housing unit showing for the report period the following:

4.24.090 Recordkeeping requirements.
It shall be the duty of every operator liable for the collection and payment to the County of any tax imposed by this chapter to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as they may have been liable for the collection of and payment to the County, which records the Tax Administrator shall have the right to inspect at all reasonable times. [Ord. 1011, 1964; prior code § 7.05.110].

4.24.100 Failure to collect and report—County determination.
If any operator fails or refuses to collect said tax and to make, within the time provided in this chapter, any report and remittance of the tax or any portion thereof required by this chapter, the Tax Administrator shall proceed in such manner as they may deem best to obtain facts and information on which to base their estimate of the tax due. As soon as the Tax Administrator shall procure such facts and
EXHIBIT K

information as they are able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, the Tax Administrator shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the Tax Administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at their last known place of address. Such operator may within 10 days after the serving or mailing of such notice make application in writing to the Tax Administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the Tax Administrator shall become final and conclusive, and immediately due and payable. If such application is made, the Tax Administrator shall give not less than five days’ written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in the notice why the amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing, the Tax Administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed herein of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is taken as provided in SCCC 4.24.110. [Ord. 1011, 1964; prior code § 7.05.090].

4.24.110 Appeal from County determination.
Any operator aggrieved by any decision of the Tax Administrator with respect to the amount of such tax, interest and penalties, if any, may appeal to the Board of Supervisors by filing a notice of appeal with the County Clerk of the Board of Supervisors within 15 days of the serving or mailing of the determination of tax due. The Board of Supervisors shall fix a time and place for hearing such appeal, and the County Clerk of the Board shall give notice in writing to such operator at their last known place of address. The findings of the Board of Supervisors shall be final and conclusive, and shall be served upon the applicant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice. [Ord. 1011, 1964; prior code § 7.05.100].

4.24.120 Refunds.
(B) An operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the Tax Administrator that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount
of the tax so collected has either been refunded to the person transient or credited to rent subsequently payable by the person transient to the operator.

(D) No refund shall be paid under the provisions of this section unless the claimant establishes their right thereto by written records showing entitlement thereto. [Ord. 1011, 1974; prior code § 7.05.120].

4.24.135 Failure to file—Penalties.
Any operator who holds a certificate but does not rent the transient occupancy facility during any month is still required under SCCC 4.24.080 to file a return on or before the last day of the month following the close of each calendar month. Any operator who fails to file the return as required shall pay a non-filing penalty of $25.00. The penalty shall be waived for the first offense in a 12-month period, but shall apply to each subsequent offense. [Ord. 5208 § 6, 2015].

The Tax Administrator has the authority to revoke the certificate from any operator or other person who is in violation of the provisions of this chapter. To revoke the certificate, the Tax Administrator shall serve the operator with a notice of revocation of the certificate, with a copy to the County Planning Director of the Planning Department and the County Sheriff. [Ord. 5208 § 8, 2015].
Chapter 4.26
CHARGES FOR EXTENDED SERVICES WITHIN COUNTY SERVICE AREAS

Sections:

Article I. General Provisions

4.26.010 Short title.

Article II. Service Charges

4.26.050 Service charges for districts established during a fiscal year.

Article III. Billing and Collection

4.26.090 Penalties and interest.
4.26.100 Lien of delinquent charges.
4.26.110 Collection by suit.
4.26.120 Remedies cumulative.

Article IV. Collection on Tax Roll

4.26.170 Final determination of charges.
4.26.180 Filing of report with County Auditor.
4.26.190 Parcels not on roll.
4.26.220 Compensation of County.
Article I. General Provisions

4.26.010 Short title.
The ordinance codified in this chapter shall be known and may be cited as the “County Service Charge Ordinance.” [Ord. 3406 § 1, 1983].

Unless the context otherwise indicates, terms used in this chapter have the following meanings:

   (A) “Board” shall mean the County Board of Supervisors of the County.

   (B) “Clerk” shall mean the Clerk of the Board of Supervisors.

   (C) “County” shall mean the County of Santa Cruz, State of California.

   (D) “District” shall mean any County Service Area within which one or more of the extended services specified in Government Code Section 25213.4 25210.4 of the Government Code are provided.

   (E) “Parcel” shall mean any parcel of real property receiving extended services.

   (F) “Service charges” shall mean fees, rates, rentals or other charges for a particular extended service provided within a district.

   (G) “Tax Collector” refers to the County Auditor-Controller-Treasurer-Tax Collector. [Ord. 3406 § 2, 1983].

Article II. Service Charges

If extended services are to be provided within any district, the proposed nature, extent and cost of such extended services shall be presented by the Director of the Department of Public Works or the County Administrative Officer to the Board of Supervisors at the time of consideration of the County’s budget for the ensuing fiscal year. The Board of Supervisors shall determine the nature, extent and cost of providing such extended services as part of adoption of the final budget. [Ord. 4448 § 1, 1997; Ord. 3406 § 4, 1983].
Once a year the Director of the Department of Public Works or the County Administrative Officer shall compute the service charge proposed to be made for each parcel on a basis which apportions the total cost not otherwise offset by other available revenue of the particular extended service, to each parcel within the district in proportion to the estimated benefits from such service to be received by each parcel. The resulting computations of service charges shall be submitted in a report to the Board of Supervisors in accordance with SCCC 4.26.140 et seq., and in accordance with the provisions of Article XIIIID of the California Constitution to the extent applicable to those service charges. [Ord. 4448 § 2, 1997; Ord. 3406 § 5, 1983].

Prior to the end of the fiscal year, a written report shall be prepared by the County Administrative Officer or the Director of the Department of Public Works and filed with the Clerk. The report shall contain a description of each parcel of real property receiving such extended services pursuant to this chapter and the amount of the charge for each parcel for the forthcoming fiscal year, computed in conformity with the procedure set forth in SCCC 4.26.040. [Ord. 3406 § 14, 1983].

(A) Notice of Hearing. The Clerk shall cause notice of the filing of the report and of the time, date and place of a public hearing thereon and for filing objections or protests thereto, to be published once a week for two successive weeks prior to the date set for hearing, in a newspaper of general circulation printed and published in the County, pursuant to Government Code Section 6066 of the Government Code. The public hearing shall also be noticed and held in accordance with the requirements of Article XIIIID of the California Constitution to the extent applicable. [Ord. 4448 § 3, 1997; Ord. 3406 § 15, 1983].

(B) Conducting the Public Hearing. At the time, date and place of the public hearing, the Board shall hear and consider all objections or protests, if any, to the said report referred to in the said notice. The Board may continue the hearing from time to time as necessary. [Ord. 3406 § 16, 1983].

4.26.170 Final determination of charges.
(C) Final Determination of Charges. Upon the conclusion of the hearing on the report, the Board may adopt, revise, change, reduce or modify any charge, or overrule any or all objections, insofar as such action is consistent with applicable provisions of Article XIIIID of the California Constitution, and shall make its determination upon each charge as described in the report, and thereafter by resolution confirm the report. [Ord. 4448 §§ 3, 4, 1997; Ord. 3406 §§ 15, 16, 17, 1983].
4.26.180 Filing of report with County Auditor.
On or before the tenth day of August in each year following the final determination of the Board, the Clerk shall file with the Auditor a copy of the resolution and report and the Board's resolution, and the Auditor shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll. The time fixed for the performance of any act directed by this section may be extended by resolution of the Board of Supervisors to a date which will provide the Auditor with sufficient time to enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll so as to be collected on the tax roll in the same manner and at the same time as the County general ad valorem property taxes are collected. [Ord. 4261 § 1, 1993; Ord. 3406 § 18, 1983].

4.26.190 Parcels not on roll.
If the parcel is not described on the roll, the Auditor shall enter the description on the roll, together with the amounts of the charges, as shown on the report. [Ord. 3406 § 19, 1983].

Thereafter, the amount of the charges levied pursuant to this chapter shall be collected at the same time and in the same manner as ordinary ad valorem taxes are collected by the County of Santa Cruz and shall have the same lien priority. The charges shall form the same basis for and shall be subject to the same penalties and the same procedures for and sale in case of delinquency as are provided for ad valorem taxes. The charges shall appear as a separate item on the tax bill. [Ord. 3406 § 20, 1983].

All laws applicable to the levy, collection and enforcement of County ad valorem property taxes, including but not limited to those pertaining to the matters of delinquency, correction, cancellation, refund and redemption, shall be applicable to such charges levied pursuant to this chapter, except that if for the first year such a service charge is levied within a district, the real property to which such charge relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of County property taxes would become delinquent, the charge confirmed shall not result in a lien against such real property, but instead shall be transferred to the unsecured roll for collection. [Ord. 3406 § 21, 1983].

4.26.220 Compensation of County.
The Tax Collector may, in his discretion, issue separate bills for such charges and separate receipts for collection on account of such charges. The County shall be compensated for services rendered in connection with the levy, collection and enforcement of such charges. Such compensation shall be one
percent of all money collected. The compensation shall be paid into the County general fund. [Ord. 3406 § 22, 1983].

The powers authorized by SCCC 4.26.130 through 4.26.230 shall be alternative to all other powers of the County, and alternative to procedures adopted by the Board thereof for the collection of particular service charges. [Ord. 3406 § 23, 1983].
Chapter 5.08
BATH OR MASSAGE ESTABLISHMENTS

5.08.010 Purpose of provisions—Statutory authority.
(A) It is the purpose of this chapter to provide for the orderly regulation of bath or massage establishments in the County of Santa Cruz in order to protect the public health and welfare by establishing certain minimum standards for the conduct of this type of business and by restricting the permitted locations thereof.

(B) The ordinance codified in this chapter is adopted pursuant to Government Code Sections 51030 through 51034 of the California Government Code. [Ord. 2428, 1977; prior code § 9.88.001].

5.08.060 Exemptions.
This chapter shall not apply to athletic team trainers, cosmetologists, barbers, or persons licensed to practice any healing art pursuant to the provisions of Division 2 (commencing with Section 500) of the California Business and Professions Code or the Chiropractic Act, when engaging in such practice within the scope of their license. However, this chapter shall apply to an independent contractor of any person described in the previous sentence if the independent contractor is engaged, or is purported to be engaged in, the business of massage. [Ord. 2428, 1977; prior code § 9.88.060].
Chapter 5.16
CARDROOMS

5.16.010 Concurrent regulation with State.
It is the stated intent of this chapter to regulate cardrooms and tables in the County of Santa Cruz concurrently with the State of California, to the extent authorized by, and as required by, the Gambling Control Act codified at Business and Professions Code Section 19800 et seq. and the regulations of the State of California Department of Justice, Division of Gambling Control. [Ord. 4508 § 2, 1998].

5.16.020 License or registration permit required.
(A) Any person or entity must receive a permit from the Attorney General of California prior to owning or operating a cardroom within the unincorporated area of the County of Santa Cruz. In addition, no person shall establish, maintain or operate any cardroom or permit or suffer any cardroom to be established, maintained or operated, upon or within any building, structure, premises or place owned, occupied or controlled by them him or her, unless such cardroom is maintained and operated pursuant to a valid, unexpired and unrevoked cardroom license issued pursuant to the provisions of this chapter.

5.16.030 License—Application.
Only a person or entity operating a cardroom licensed pursuant to the provisions of this chapter by the County of Santa Cruz as of January 1, 1998, or that person or entity's successor in interest to the same cardroom operation, is eligible to apply for a cardroom license. Application for the required license shall be made to the Auditor-Controller-Treasurer-Tax Collector. The application shall certify the contents of the application under penalty of perjury, and shall be signed by the applicant. The application shall contain all of the following:

5.16.040 License—Investigation—Grant or denial.
(A) Upon receipt of a complete application for a cardroom license, the Auditor-Controller-Treasurer-Tax Collector shall forward a copy to the Sheriff with a request that the Sheriff conduct an investigation of the applicant. The license or permit shall not be issued until a clearance of the applicant is issued by the Sheriff. The clearance shall not be issued to any applicant if any of the following circumstances apply:

   (1) The applicant does not possess a current permit in good standing from the Attorney General of the State of California to operate a cardroom.

   (2) Either the applicant himself or herself, or any person specified in SCCC 5.16.030(C)(1), (2) or (3):
EXHIBIT N

(a) The applicant is under the age of 21 years;

(b) Has had a previous cardroom license or registration permit revoked for cause by any jurisdiction within the past five years; or

(c) Has been convicted of a crime involving moral turpitude within the past five years or has been convicted of a felony, convicted of any crime involving gambling, or convicted of a violation of the Gambling Control Gaming Registration Act codified at Business and Professions Code Section 19800 et seq. Crimes of moral turpitude may include but are not limited to offenses involving dishonesty (such as theft, fraud and extortion), lotteries, gambling, larceny, perjury, bribery, prostitution and illicit drugs.

(3) The applicant has made a false statement in the application for the permit.

(B) Applicants denied a license shall be notified in writing by the Sheriff, or their designee, of the reason(s) for such denial. [Ord. 4508 § 2, 1998].

5.16.050 Registration permit—Revocation.
A license to operate a cardroom may be revoked or suspended for any of the following reasons:

(A) The owner or manager of the cardroom allows house players, shills or dummies to engage in card games;

(B) The Attorney General revokes the owner’s or operator’s State permit;

(C) The owner or manager of the cardroom violated any of the provisions of this chapter;

(D) The owner or manager of the cardroom is convicted of a felony, or convicted of any State or Federal law involving gambling including but not limited to a violation of the Gambling Control Gaming Registration Act codified at Business and Professions Code Section 19800 et seq.;

(E) The owner fails to inform the Sheriff of any change in employment status of a registered employee within 10 days of the change in employment. “Change in employment status” shall include termination of employment, leave of absence, promotion or other change in job title. [Ord. 4508 § 2, 1998].

5.16.060 Registration permit—Application.

(A) Application for the required registration permit shall be made to the Auditor-Controller-Treasurer-County Tax Collector on forms to be provided by the Treasurer. The application shall certify the contents of the application under penalty of perjury, and shall be signed by the applicant.
(B) Each and every applicant for a cardroom registration permit shall present themselves, himself or herself at the Sheriff’s office during normal business hours, prior to the beginning of any employment in a cardroom.

(C) Each applicant shall:

1. Complete an application and submit it to the Sheriff’s office;
2. Be fingerprinted for the purpose of completing a criminal background check;
3. Be photographed;
4. Provide any other information that the Sheriff may require.

(D) The information received by the Sheriff pursuant to the provisions of this section shall be treated as confidential, shall not be mixed or included in any criminal history files, and shall be accessible only to the Sheriff, their designated representatives, and the licensee of the respective licensed cardroom.

5.16.070 Registration permit—Investigation—Grant or denial.

(A) Upon presentation by the applicant of all information required pursuant to SCCC 5.16.060, the Sheriff shall make an investigation of the applicant, which shall include, but not be limited to, making contact with the Division of Gambling Control of the California State Department of Justice. Within 21 days after receipt of the above information, the Sheriff shall either grant or deny a registration permit to the applicant. A permit shall not be issued to any person who: (1) would be disqualified based on any of the applicable licensing criteria set forth in California Business and Professions Code Section 19850 et seq.; (2) has had a previous cardroom license or registration permit revoked for cause by any jurisdiction within the past five years; or (3) has been objected to in writing by the Division of Gambling Control of the California State Department of Justice. Applicants denied a permit shall be notified in writing by the Sheriff, or their designee, of the reason(s) for such denial.

5.16.080 License or registration permit—Scope—Renewal.

Each license or permit shall only allow the conduct of the business therein licensed, and only by the specified licensee or registration permit holder, and only at the place of business therein specified. Each license or permit issued shall be valid only for the fiscal year for which it was issued, and must be renewed for each subsequent fiscal year. In connection with the renewal of each such license or permit, the licensee or registration permit holder shall furnish the license or permit renewal fee established by resolution of the Board of Supervisors, and the Tax Collector may require that a complete new application
form be filed, pursuant to the requirements of SCCC 5.16.030 and 5.16.060, and the Sheriff may carry out an investigation as specified in SCCC 5.16.040 and 5.16.070. [Ord. 4508 § 2, 1998].

5.16.090 Hearing on denial, suspension or revocation.

(A) Any applicant, licensee or permittee who is aggrieved by any action taken in regard to a cardroom license or registration permit may request an appeal hearing before the Board of Supervisors. Request for such hearing shall be in writing and filed with the Clerk of the Board of Supervisors, and a copy filed with the Sheriff on or before 10 days after the action appealed from was taken. The request and shall state the grounds upon which the aggrieved party claims there was an improper denial, suspension or revocation of their license or registration permit.

(B) Upon receipt of such request for hearing, the Board of Supervisors shall set the matter for hearing not later than 20 days thereafter. The Board may also determine whether to stay the denial, suspension or revocation pending decision on the appeal. Written notice of the time and place of hearing on the matter shall be given by the Clerk of the Board of Supervisors to the aggrieved party and to the Sheriff, and upon receipt of the notice of hearing the Sheriff shall forward to the Board of Supervisors and provide to the appellant a report on this action with respect to the matter, attaching all relevant notices and any other materials relied upon by the Sheriff in making his decision.

(C) Upon hearing of the matter, the Board of Supervisors may take such action or make such orders as the Board deems just and proper in the disposition of the matter. [Ord. 4508 § 2, 1998].

5.16.150 Required posting.

The following information must be posted in a conspicuous place in the cardroom:

(A) The minimum buy in, table limits, and any other charges assessed of players at a table. Players shall not be charged based on the amount of the bets made, the size of the “pot,” the winnings collected, or the amount of money changing hands;

(B) A set of detailed house rules applicable to the games played, which shall be posted in the form of a printed rule book;

(C) A copy of the current valid County permit and the State permit issued by the Attorney General under the Gambling Control/Gaming Registration Act;

(D) Copies of the identifying badges of each owner, operator and employee;

(E) Each cardroom’s hours of operation;
EXHIBIT N

(F) If the cardroom is to remain open between the hours of 2:00 a.m. and 6:00 a.m., a notice that a security guard who has a current license or permit under SCCC Chapter 5.36 SCCC shall be on duty on the premises;

(G) A notice that doors of the cardroom shall remain unlocked during all hours of operation;

(H) A notice of the wagering limits established pursuant to SCCC 5.16.140. [Ord. 4508 § 2, 1998].

5.16.160 Identification.

Each owner, operator and employee of a cardroom shall wear an identifying badge approved by the Sheriff and bearing on its face a legend identifying the bearer, while the owner, operator or employee is in or around the cardroom premises. The badge shall be worn on the body in a location visible to the public. If a person required to wear a badge is present during a card game, the badge shall be worn in a location easily visible to all persons playing in the card game. [Ord. 4508 § 2, 1998].

5.16.170 Number of card tables permitted.

No more than A maximum of eight card tables may within the unincorporated area of Santa Cruz County shall be permitted in a cardroom. There shall be no more than 10 players and one dealer at any table. [Ord. 4508 § 2, 1998].

5.16.220 Security measures.

All cardrooms shall adopt a written plan, reviewed and approved in advance by the Sheriff, to provide for the safety and security of patrons. In addition, each cardroom shall take the following security measures:

(A) The business records, papers, reports, audits, and books of account shall be made available for inspection and copying to the Auditor-Controller-Treasurer-Tax Collectordirector of finance upon reasonable notice by the Sheriff.

(B) Any owner, operator or employee of the cardroom shall have an affirmative duty to immediately report all crimes occurring on the premises to the Santa Cruz County Sheriff. [Ord. 4531 § 3, 1999; Ord. 4508 § 2, 1998].
Chapter 5.20
CLOSING OUT SALES AND FORCED SALES

Sections:
5.20.010 Definitions.
5.20.020 Restrictions on closing out sales and forced sales.
5.20.030 Exceptions to chapter requirements.
5.20.040 Penalties — Misdemeanors.

5.20.010 Definitions.
(A) "Closing out sale" means any sale of goods, wares, merchandise or stock in trade, at retail, that is represented as a bankrupt, insolvent, assignee's, adjuster's, trustee's, executor's, administrator's, receiver's, wholesaler's, jobber's, manufacturer's, closing out, liquidation, closing stock, fire or water damage, or any other sale which is by representation or advertisement intended to lead the public to believe that the person conducting such sale is selling out or closing the entire stock of goods, wares, merchandise or stock in trade of any business for less than the current or going retail price thereof.

(B) "Forced sale" means any sale of goods, wares, merchandise or stock in trade, at retail, which is by representation or advertisement intended to lead the public to believe that the person conducting such sale is forced to sell out a substantial portion of their goods, wares, merchandise or stock in trade of any business for less than the current or going retail price thereof. [Ord. 1449, 1969; prior code § 9.20.010].

5.20.020 Restrictions on closing out sales and forced sales.
(A) It shall be unlawful to sell, offer or expose for sale any goods, wares, merchandise or stock in trade, or fixtures or furnishings which are not the regular stock or fixtures or furnishings of the store or other place, the business of which is to be closed out by such sales, or the stock of which is required to be sold at a forced sale.

(B) It shall be unlawful to make any replenishments or additions to the goods, wares, merchandise or stock in trade of the business for the purpose of such a closing out sale or forced sale.

(C) It shall be unlawful for any person to fail, neglect or refuse to keep accurate records of the articles or things sold at a closing out sale or forced sale, from which records may be ascertained the kind and quantity or number of articles or things sold.

(D) It shall be unlawful for any person to conduct or continue a closing out sale or forced sale for more than 90 consecutive calendar days.
(E) It shall be unlawful for any person to conduct any additional forced sale within regard to a business prior to the lapse of one year from the date of completion of a previous forced sale.

(F) It shall be unlawful for any person to continue a business in operation after the expiration of 90 calendar days from the date of commencement of a closing out sale for that business.

(G) It shall be unlawful for any person to engage in a business similar in nature to that business closed out by a closing out sale within prior to the lapse of six months after from the closure of such business. [Ord. 3407 § 2, 1983; Ord. 1449, 1969; prior code § 9.20.030].

5.20.030 Exceptions to chapter requirements.
The provisions set forth in this chapter shall not apply to trustees in bankruptcy, executors, administrators, or receivers or public officers acting under judicial process. [Ord. 1449, 1969; prior code § 9.20.070].

5.20.040 Penalties—Violation—Penalty—Misdemeanors.
A violation of any of the provisions of this chapter shall be a misdemeanor and punishable as provided by this code. [Ord. 3620 § 12, 1985; Ord. 1449, 1969; prior code § 9.20.080].
Chapter 5.24
CABLE COMMUNICATIONS FRANCHISES

5.24.050 Rights of subscribers.

(B) Privacy. The grantee shall use its best efforts to protect against possible abuses of privacy or constitutional rights of any subscriber, programmer or resident resulting from any device, signal or service associated with the cable system.

(F) Revealing Subscriber Preferences.

(4) Such a subscriber may revoke without penalty or cost any consent previously made by delivering to the grantee in writing a substantial indication of their intent to so revoke.

5.24.070 Regulation of franchise.

(B) Review and Update. The grantor and grantee shall hold a cable system review session upon the fifth and tenth anniversaries of the effective date of the franchise. All such review sessions shall be open to the public, and notice shall be given.

(2) At the tenth year review session the topics for discussion and review shall be expanded to include services provided, system application of new technologies, cable system performance and customer service.

(b) No later than 90 days after the conclusion of the tenth year review session, the grantor shall issue findings of any deficiencies. A deficiency shall be deemed to exist when the grantee is not performing consistently with the terms of the franchise agreement or when the community needs assessment has identified one or more needs which are not being met by the grantee and could reasonably be expected to be met by the grantee.

5.24.090 Services.

(B) Services to Be Provided. A cable system shall provide, at a minimum, the services and broad programming categories listed in the franchise agreement.

(I) Installations.

(1) Subject only to any limitations in its franchise agreement, the grantee shall promptly provide and maintain service to all structures, residential, commercial, industry or industrial, in the franchise area upon request of the lawful occupant or owner.
(2) Each subscriber shall have the right to require their installation be done over any route on their property, and in any manner they may elect which is technically feasible. The grantee may, if they so elects, require that any such request be made in writing. If the subscriber requests installation other than a standard installation, then the subscriber shall be required to pay a reasonable fee for the time and materials occasioned by the installation.

(3) For purposes of this subsection, a standard installation shall include installation of a drop with fittings up to 200 feet from the grantee’s distribution system measured along the cable from the centerline of the street or utility easement through the house wall or at the subscriber’s option through the floor from a house vent or crawl space directly to the subscriber’s television set with five feet of cable from the wall or floor entry to the television set. Also included as part of a standard installation is the grounding cable, fine tuning of the television set and the provision of the appropriate literature.

(L) Refunds. When a subscriber voluntarily discontinues service, the grantee shall refund the unused portion of any advance payments after deducting any charges currently due. Unused payment portions shall be the percentage of time for which the subscriber has paid for service and will not receive it because of their discontinuation of service. [Ord. 3914 § 2, 1988].

5.24.110 Operations and maintenance.

(B) Procedures for Handling of Complaints. The grantee’s complaint-handling procedures shall be designed to accomplish the following:

(6) Provide complete information to the complainant regarding their ability to take their complaint to the grantor’s representative if it is not resolved by the grantee.

(C) Review of Alleged Inadequate Performance.

(2) The grantor may hire a consultant to supervise or perform the foregoing tests, review their results, and advise the grantor of their findings. The grantee shall reimburse the grantor for the reasonable costs of hiring the consultant, including the costs of verifying compliance with any recommended corrective measures, if the review reveals materially inadequate performance of the cable system as specified in the franchise agreement.

5.24.120 Violations.

(A) Use of Public Streets. From and after the effective date of the ordinance codified in this chapter, it is unlawful for any person to construct, install or maintain in any public place within the grantor’s territory, or upon any easement owned or controlled by a public utility, or within any other public property of the
grantor, or within any privately owned area within the grantor’s jurisdiction which is not yet, but is designated as, a proposed public place on a tentative subdivision map approved by the grantor, any equipment, facilities or system for distributing signals or services through a cable system, unless a franchise or a renewal of any franchise previously issued by the city and/or County of Santa Cruz has first been obtained under this chapter, and is in full force and effect.

5.24.130 Termination and regulation.

(A) Grounds for Revocation. In addition to any rights set out elsewhere in this chapter, the grantor reserves the right to revoke a franchise, subject to notice to the grantee and the provision of a hearing consistent with SCCC 5.24.160(A), in the event that:

(1) The grantee willfully or repeatedly violates any material provision of its franchise agreement due to its unreasonable disregard of its obligations under such franchise agreement:

(C) Receivership. The grantor shall have cause to revoke the franchise 120 days after the appointment of a receiver, or trustee, and to take over and conduct the business of the grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship has been vacated prior to the expiration of the 120 days, or unless:

(1) Within 120 days after their election or appointment such receiver or trustee has fully complied with all of the provisions of the franchise agreement and remedied all defaults thereunder; and

5.24.160 Enforcement mechanism.

(A) Notice of Franchise Default. Prior to formal consideration by the grantor of termination of the franchise because of failure to correct a default attributed to the grantee, the grantor shall make written demand on the grantee to correct the default alleged. If the default continues for a period of 60 days following such written demand, excluding time during which the grantee is unable to comply because of unforeseeable conditions not under its control, franchise termination may be placed on the grantor’s next available regular meeting agenda. The grantee shall be served a written notice of such proposed termination at least 10 days in advance giving the time and place of the grantor’s meeting. At its meeting the grantor shall hear the grantee and any person interested in the matter and shall determine, at that or subsequent meetings, in its discretion, an appropriate course of action for enforcement or termination of the franchise.

(B) Delegation of Enforcement Mechanisms. Such liquidated damages as the grantor may assess against the grantee which do not include loss of franchise may, at the grantor’s option, be determined by
an officer or agency of the grantor to which it may delegate such administrative considerations and decisions subject to the criteria and amounts contained in this chapter and the franchise agreement; provided, however, that no such liquidated damages may be assessed against the grantee pursuant to this subsection without the grantee being afforded due process, including notice, a public hearing and an opportunity to cure.

(C) Refunds. When a subscriber voluntarily discontinues service, the grantee shall refund the unused portion of any advance payments after deducting any charges currently due. Unused payment portions shall be the percentage of time for which the subscriber has paid for service and will not receive it because of his discontinuation of service. [Ord. 3914 § 2, 1988].

5.24.180 Miscellaneous provisions.

(G) Management by Grantor. The grantor may, upon assuming operation of a cable system pursuant to subsection (E) of this section, appoint a manager to act for it in the overall as well as detailed direction and conduct of the cable system’s affairs. Such manager shall have the authority delegated to them him by the grantor and shall be solely responsible to the grantor for management of the cable system. The grantee shall reimburse the grantor for all its reasonable costs or damages in excess of cable system revenues during grantor operation if the franchise is in full force and effect during the period of grantor operation.
Chapter 5.26
VIDEO PEG FEES

Sections:

5.26.005 State franchisee—Definition.
5.26.010 PEG fee.
5.26.020 Audit authority.
5.26.030 Customer service penalties under State franchises.
5.26.040 Re-authorization.

5.26.005 State franchisee—Definition.
For purposes of this chapter, the term “state franchisee” means a holder of a video franchise regulated by the California Public Utilities Commission and subject to the Digital Infrastructure and Video Competition Act of 2006.

5.26.010 PEG fee.

(A) Any State franchisee operating within the boundaries of the franchise held by United Cable Television of Santa Cruz, Inc. (“UCTCSC”) and UACC Midwest, Inc. (the “Comcast service area”) as said boundaries existed on January 1, 2013, shall calculate and remit to the County a public, educational and governmental (“PEG”) fee equal to 2.14 percent of the gross revenue of the State franchisee collected within the Comcast service area.

(B) Any State franchisee operating within the boundaries of the franchise held by CCO SoCal I, LLC (the “Charter service area”) as said boundaries existed on January 1, 2013, shall calculate and remit to the County a PEG fee equal to 1.18 percent of the gross revenue of the State franchisee collected within the Charter service area.

(C) Gross revenue for the purposes of subsections (A) and (B) of this section shall be as defined in California Public Utilities Code Section 5860.

(D) A State franchisee initiating service within the County after the effective date of the ordinance establishing this chapter shall calculate and remit to the County a public, educational and governmental (“PEG”) fee equal to 2.14 percent of the gross revenue of the State franchisee unless it provides documentation to the County in the form of substantial evidence that it is operating within the boundaries of the franchise held by Charter Communications (the “Charter service area”) as said boundaries existed on January 1, 2013. [Ord. 5180 § 1, 2014].
5.26.020 Audit authority.
Not more than once annually, the County may examine and perform an audit of the business records of a State franchisee to ensure compliance with SCCC 5.26.010. [Ord. 5180 § 1, 2014].

5.26.030 Customer service penalties under State franchises.
(A) A State franchisee shall comply with all applicable State and Federal customer service and protection standards pertaining to the provision of video service.

(B) The County Administrative Officer, or their designate, shall monitor the compliance of State franchisee(s) with respect to State and Federal customer service and protection standards. The County Administrative Officer, or their designate, shall provide the State franchisee(s) written notice of any material breaches of applicable customer service standards, and shall allow the State franchisee(s) 30 days from the receipt of the notice to remedy the specified material breach. Material breaches not remedied within the 30-day time period shall be subject to the following penalties imposed by the County Administrative Officer, or their designate:

(1) For the first occurrence of a violation, a fine of $500.00 shall be imposed for each day the violation remains in effect, not to exceed $1,500 for each violation.

(2) For a second violation of the same nature within 12 months, a fine of $1,000 shall be imposed for each day the violation remains in effect, not to exceed $3,000 for each violation.

(C) A State franchisee may appeal a penalty assessed to the Board of Supervisors within 60 days after the penalty is assessed. After relevant speakers are heard, and any necessary staff reports are submitted, the Board will vote to uphold, modify, or vacate the penalty. [Ord. 5180 § 1, 2014].

5.26.040 Re-authorization.
The Board of Supervisors of the County of Santa Cruz hereby re-authorizes the fee on state franchised video service providers to support public, educational, and governmental channel facilities adopted by Ordinance 5180 § 1, 2014. The fee shall remain unchanged and in full effect as to all state-franchised service providers. [Ord. 5267 § 1, 2018].
Chapter 5.46
ENVIRONMENTALLY ACCEPTABLE PACKAGING MATERIALS

5.46.020 Definitions.
Unless otherwise expressly stated, whenever used in this chapter the following terms shall have the meanings set forth below:

(A) “Affordable” means purchasable by the food vendor for same or less purchase cost than the nonbiodegradable, non-polystyrene foam alternative.

(B) “ASTM standard” means meeting the standards of the American Society for Testing and Materials (ASTM) International standards D6400 or D6868 for biodegradable and compostable plastics.

(C) “Biodegradable” means the entire product or package will completely break down and return to nature, i.e., decompose into elements found in nature within a reasonably short period of time after customary disposal.

(D) “Compostable” means all materials in the product or package will break down into, or otherwise become part of, usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner in an appropriate composting program or facility, or in a home compost pile or device. Compostable disposable food service ware includes ASTM standard bio-plastics (plastic-like products) that are clearly labeled, preferably with a color symbol, such that any compost collector and processor can easily distinguish the ASTM standard compostable plastic from non-ASTM standard compostable plastic. For the purposes of this chapter the term “biodegradable” shall have the same meaning as “compostable.” This chapter uses the terms “biodegradable” and “compostable” interchangeably and in all cases, whether the terms are used separately, in the disjunctive or in the conjunctive, they shall always be interpreted and applied consistently with the definition of the term “compostable.”

(E) “County” or “County of Santa Cruz” means all that territory within the unincorporated area of the County of Santa Cruz, State of California.

(F) “County contractors and lessees” means any person or entity that has a contract with the County for public works or improvements to be performed, for a franchise, concession or lease of property, for grant monies or goods and services or supplies to be purchased at the expense of the County, or to be paid out of monies deposited in the treasury or out of trust monies under the control of or collected by the County.
“County facilities” means any building, structure or vehicles owned or operated by the County of Santa Cruz, its agent, agencies, departments and franchisees.

“County facility food provider” means any entity that provides prepared food in County facilities.

“Director” or “Director of Public Works” means the Director of the Santa Cruz County Department of Public Works, or their designee.

“Disposable food service ware” is interchangeable with “to go” packaging and includes all containers, bowls, plates, trays, cartons, cups, lids, straws, stirrers, forks, spoons, knives, napkins and other items designed for one-time use for prepared foods, including without limitation service ware for take-out foods and/or leftovers from partially consumed meals prepared by food providers. The term “disposable food service ware” does not include items composed entirely of aluminum or polystyrene foam coolers and ice chests that are intended for reuse.

“Food provider” means any business, organization, entity, group or individual, and including retail food establishments, located in the County that offers food or beverage to the public.

“Person” means an individual, trust, firm, joint stock company, corporation including a government corporation, partnership, or association.

“Polystyrene foam” means blown polystyrene and expanded and extruded foams (sometimes called Styrofoam™) which are thermoplastic, petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons. The term “polystyrene” also includes clear or solid polystyrene which is known as “oriented polystyrene.”

“Prepared food” means food or beverages, which are served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared on the food provider’s premises or within the County of Santa Cruz. For the purposes of this chapter, prepared food does not include packaging for raw, butchered meats, fish and/or poultry sold from a butcher case or similar retail appliance. Prepared food may be eaten either on or off the premises, also known as “take-out food.”

“Recyclable” means material that can be sorted, cleansed, and reconstituted using recycling collection programs available in Santa Cruz County for the purpose of using the altered form in the
manufacture of a new product. Recycling does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.

(P) “Retail food establishment” means all sales outlets, stores, shops, vehicles, or other places of business located within the County of Santa Cruz, which operate primarily to sell or convey foods or beverages directly to the ultimate consumer, which foods or beverages are predominantly contained, wrapped or held in or on packaging. “Retail food establishment” shall include, but not be limited to, any place where food is prepared, mixed, cooked, baked, smoked, preserved, bottled, packaged, handled, stored, manufactured and sold or offered for sale, including, but not limited to, any fixed or mobile restaurant, drive-in, coffee shop, cafeteria, short-order cafe, delicatessen, luncheonette, grill, sandwich shop, soda fountain, hotel, motel, movie house, theater, bed and breakfast inn, tavern, bar, cocktail lounge, nightclub, roadside stand, take-out prepared food place, industrial feeding establishment, catering kitchen, mobile food preparation unit, commissary, grocery store, public food market, produce stand, food stand, or similar place in which food or drink is prepared for sale or for service on the premises or elsewhere, and any other establishment or operation where food is processed, prepared, stored, served or provided for the public; and any organization, group or individual which provides food or beverage as part of its service or in conjunction with a special event it sponsors.

(Q) “Retail vendor” means any store or other business that sells goods or merchandise located or operating within the unincorporated area of the County of Santa Cruz.

(R) “Special event promoter” means an applicant for any special events permit issued by the County or any County employee(s) responsible for any organized special event. [Ord. 5122 § 3, 2012; Ord. 4920 § 2, 2008].

5.46.031 Prohibited retail sales.
No retail vendor or special event promoter in the unincorporated area of the County of Santa Cruz may sell, rent or otherwise provide any product which is composed entirely or primarily of polystyrene foam, except as exempted in SCCC 5.46.060. This specifically includes but is not limited to cups, plates, bowls, clamshells and other products intended primarily for food service use, as well as coolers, pool or beach toys, packing peanuts or other packaging materials. [Ord. 5122 § 4, 2012].

5.46.040 Required biodegradable/compostable or recyclable disposable food service ware.
(A) All retail food establishments utilizing any disposable food service ware shall use a biodegradable/compostable or recyclable product, unless there is no affordable product available as determined by the Director of Public Works in accordance with this subsection and SCCC 5.46.060(B).

Not later than 30 days before the operative date of this chapter, and after a public hearing, the Director of
Public Works shall adopt a list of available, suitable, and affordable biodegradable/compostable or recyclable alternatives for each product type. The Director of Public Works shall regularly update the list.

(B) All County facilities and departments using any disposable food service ware shall use biodegradable/compostable or recyclable disposable food service ware unless there is no affordable biodegradable or compostable product available as determined by the Director of Public Works in accordance with subsection (A) of this section.

5.46.050 Implementation—County contracts and leases.

(B) All County contracts and leases concerning matters or transactions where Polystyrene foam might otherwise be used shall contain the following minimum language:

Contractor agrees to comply fully with and be bound by all of the provisions of the County’s ordinance regulating the use and sale of polystyrene foam ordinance as set forth in the Santa Cruz County Code Chapter 5.46 including the remedies provided for violation of the chapter, and implementing guidelines and rules. The provisions of this Chapter 5.46 are incorporated herein by reference and made a part of this agreement as though fully set forth. This provision is a material term of this agreement. By entering into this agreement, the contractor agrees that if it breaches this provision, the County will suffer actual damages that will be impractical or extremely difficult to determine, further, contractor agrees that the sum of $100 liquidated damages for the first breach, $200 liquidated damages for the second breach in the same year, and $500 liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that the County will incur based on the violation, established in light of the circumstances existing at the time this agreement was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by the County because of contractor’s failure to comply with these provisions.

[Ord. 5122 § 6, 2012; Ord. 4920 § 2, 2008].

5.46.060 Exemptions.

(B) The Board of Supervisors may exempt a retail vendor or special event promoter from the requirements of this chapter for a one-year period upon showing that this chapter would create an undue hardship or practical difficulty not generally applicable to other persons in similar circumstances. The Director of Public Works shall put the decision to grant or deny a waiver in writing and it shall be final.

(C) A retail vendor or special event promoter granted an exemption must reapply prior to the end of the one-year exemption period and demonstrate continued undue hardship, if it wishes to have the exemption extended. Extensions may only be granted for intervals not to exceed one year.
5.46.070 Enforcement.
Enforcement of this chapter shall be as follows:

(A) The Director of Public Works, or designee, shall have primary responsibility for enforcement of this chapter and shall have authority to issue citations for violation of this chapter. The Director of Public Works, or designee, is authorized to establish regulations or administrative procedures to obtain compliance with this chapter, including, but not limited to, inspecting any vendor’s premises to verify compliance in accordance with applicable law.

(B) Anyone violating or failing to comply with any of the requirements of this chapter or of any regulation or administrative procedure authorized by it shall be guilty of an infraction.

(C) The County Counsel Attorney may seek legal, injunctive, or any other relief to enforce this chapter and any regulation or administrative procedure authorized by it.

(D) The remedies and penalties provided in this chapter are cumulative and not exclusive of one another.

(E) The County may inspect any retail vendor’s or special event promoter’s premises to verify compliance with this chapter. [Ord. 5122 § 7, 2012; Ord. 4920 § 2, 2008].

5.46.080 Violations.
Violations of this chapter shall be enforced as follows:

(A) For the first violation of this chapter, the Director of Public Works, or the Director’s designee, upon determination that a violation of this chapter has occurred, shall issue a written warning notice to the retail vendor or special event promoter specifying that a violation of this chapter has occurred, along with the appropriate penalties in the event of future violations. The vendor will have 30 days to comply.

(B) The following penalties will apply for subsequent violations of this chapter:

   (1) A fine not exceeding $100.00 for the first violation within 30 days after the first warning.

   (2) A fine not exceeding $200.00 for the second violation within 60 days after the first warning.

   (3) A fine not exceeding $500.00 for the third violation within 90 days after the first warning, and for every 30 days not in compliance.

(C) Vendors or special event promoters who violate this chapter in connection with commercial or noncommercial special events shall be assessed fines as follows:
(1) A fine not exceeding $200.00 for an event of 100 to 200 persons.

(2) A fine not exceeding $400.00 for an event of 201 to 400 persons.

(3) A fine not exceeding $600.00 for an event of 401 to 600 persons.

(4) A fine not exceeding $1,000 for an event of 601 or more persons. [Ord. 5122 § 8, 2012; Ord. 4920 § 2, 2008].
County of Santa Cruz Board of Supervisors
Agenda Item Submittal

From: Clerk of the Board of Supervisors
(831) 454-2323

Subject: Final appointment to Resource Conservation District Board, Steve Auten

Meeting Date: January 29, 2019

Recommended Action(s):

Consider final appointment of Steve Auten to the Resource Conservation District Board of Directors, as an at-large representative, for a term to expire November 25, 2020 (nomination accepted January 15, 2019)

Submitted by:
Susan Galloway, Chief Deputy Clerk of the Board

Recommended by:
Carlos J. Palacios, County Administrative Officer
Recommended Actions:

1) Conduct a public hearing on Application 181094 (Habitat for Humanity), a Subdivision, Planned Unit Development and Residential Development Permit for an 11-unit affordable housing project at 2340 Harper Street;

2) Certify that the proposal is exempt from further Environmental Review under the California Environmental Quality Act (CEQA) Guidelines, set forth in Article 12.5 sections 15192 and 15194;

3) Adopt the attached Ordinance granting a Planned Unit Development as allowed by Santa Cruz County Code Chapter 18.10 relating to establishment of development standards for APN 029-171-05; and

4) Approve Application Number 181094, based on the findings and conditions set out in the attached staff report to the Planning Commission of December 12, 2018.

Executive Summary

Application 181094 is a proposal to subdivide an existing parcel of record to create 11 single-family parcels and one common area parcel, and to construct 10 semi-detached single-family dwellings (within 5 structures) and 1 detached dwelling, within a common-interest development providing 100% affordable units, and to grade approximately 676 cubic yards of material in the R-1-6-D zone district. The site of the proposed project is a 69,367 square foot lot, located on the south side of Harper Street (2340 Harper Street), approximately 625 feet east of the intersection with Chanticleer Avenue in Live Oak.

The above referenced application, which was submitted on April 23, 2018, was initially presented to the Planning Commission at a public hearing held on November 14, 2018. At that hearing, following consideration of the information presented and public testimony, the item was continued until December 12, 2018, to allow the Planning Commission additional time to review the plans and biotic report for the project. In addition, the Commission directed staff to develop revised language for the proposed Planned Unit Development (PUD) to allow a garden shed or sheds in association with the community garden and to investigate privacy issues regarding second story windows facing neighbors to the east and west at units 1 and 4.
The Planning Commission held a second public hearing on December 12, 2018, and, after consideration of all information and further public testimony, voted 4 to 1 to recommend that the Board of Supervisors approve Application 181094. The Commission also recommended certification that the proposal is exempt from further Environmental Review under the California Environmental Quality Act (CEQA) Guidelines, set forth in Article 12.5 sections 15192 and 15194.

All required findings can be made to approve the proposal. The approval of a Residential Affordable Density Bonus, to allow for the construction of one additional unit beyond the ten allowed under standard County regulations, is appropriate to help address the growing affordability challenge in Santa Cruz County and meet the stated goal of providing housing that is affordable to persons living and working in the community. The approval of subdivision that will result in 11 single-family parcels, a common area parcel, and a 600 square foot street/sidewalk dedication along Harper Street, together with a PUD to allow for the construction of 10 semi-detached dwellings and one detached dwelling within six moderately sized residential structures, will result in a development that is compatible with the visual characteristics and density of the surrounding residential neighborhood. The project has been designed and laid out to retain, to the greatest extent possible, open vistas from Harper Street and includes extensive landscaping to screen and soften the homes, enhance privacy and create a more intimate development. The project has also been conditioned to reduce potential environmental impacts to the adjacent riparian corridor to the greatest extent feasible. Therefore, as proposed and conditioned, the project is consistent with all applicable codes and policies of the Zoning Ordinance and General Plan. Planning Commission Resolution No. 2018-06, recommending approval of Application 181094 is attached.

**Background and Analysis**

The staff report prepared for the Planning Commission meeting of November 14, 2018, including all exhibits as amended for the Planning Commission meeting on December 12, 2018, is available as an attached link. This report provides more extensive information and a complete analysis of the project and also includes a complete list of Findings related to the project and the recommended conditions of approval. The Findings and Conditions of Approval can be found as Exhibits E and F of the Planning Commission staff report.

Additional correspondence (eight e-mails expressing support for the project) that was received by the Planning Department after the agenda for the December 12, 2018, Planning Commission hearing was published, is attached separately.

**Environmental Review**

The proposed affordable housing project is categorically exempt from environmental review per the California Environmental Quality Act (CEQA), Article 12.5, Guidelines in that the project is for the development of an affordable housing project that meets all of the criteria set forth in Guidelines section 15194. The project site, which does not exceed 5 acres in area (1.59 acres), is located within an urbanized area that has a population density of at least 5,000 persons per square mile (7,148-7,243 persons per square mile). The existing parcel is currently developed
with a single-family dwelling and the surrounding parcels are also developed for qualified residential uses. The project proposes construction of a residential housing project consisting of 11 units that will be affordable to low-income households. The developer (Habitat for Humanity) will provide sufficient legal commitments to the County of Santa Cruz to ensure the continued availability and use of the housing units for lower income households.

The proposed project also meets the threshold criteria for exemptions for affordable housing and residential infill projects set forth in Government Code section 15192.

**Strategic Plan Elements**

The proposed development of an 11-unit affordable residential project will help address the growing affordability challenge in Santa Cruz County and meet the stated goal of providing housing that is affordable to persons living and working in the community. The project also addresses the stated goal of encouraging sustainable development within the Urban Services Line where all public utilities and services and public transportation are available.

**Submitted by:**
Kathleen Molloy, Planning Director

**Recommended by:**
Carlos J. Palacios, County Administrative Officer

**Attachments:**

a. Planning Commission Resolution 2018-06
b. Ordinance granting Planned Unit Development (APN 029-171-05)
c. Planning Commission Dec 12, 2018 Staff Report and Exhibits (112 pages, online & on file)
d. Planning Commission Dec 12, 2018 Staff Report (web link)
e. Additional Public Correspondence
f. Planning Commission minutes for November 14, 2018
g. Planning Commission minutes for December 12, 2018
BEFORE THE PLANNING COMMISSION
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. 2018-06

On the motion of Commissioner Shaffer-Freitas
duly seconded by Commissioner Guth
the following Resolution is adopted:

PLANNING COMMISSION RESOLUTION
SENDING RECOMMENDATION TO THE BOARD OF SUPERVISORS
ON PROPOSED AMENDMENT TO THE ZONING ORDINANCE

WHENAS, the Planning Commission has held a public hearing on Application No. 181094
involving a 69,367 square foot property that is located on the south side of Harper Street (2340
Harper Street), approximately 625 feet east of the intersection with Chanticleer Avenue in Live Oak,
and the Planning Commission has considered the proposed Subdivision, Planned Unit Development
and Residential Development Permit for an 11-unit affordable housing development with 10 semi-
detached single-family dwellings (within 5 structures) and 1 detached dwelling within a common-
interest development, all testimony and evidence received at the public hearing, and the attached
staff report.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission recommends that the
Board of Supervisors determine that the proposal is exempt from further Environmental Review
under the California Environmental Quality Act, section 15194 and approve Application Number
181094.

BE IT FURTHER RESOLVED, that the Planning Commission makes findings on the
proposed Subdivision, Planned Unit Development and Residential Development Permit as
contained in the Report to the Planning Commission.

PASSED AND ADOPTED by the Planning Commission of the County of Santa Cruz, State
of California, this 12th day of December, 2018, by the following vote:

AYES: COMMISSIONERS Guth, Dann, Shaffer Freitas, Shepherd
NOES: COMMISSIONERS LAZENBY
ABSENT: COMMISSIONERS
ABSTAIN: COMMISSIONERS

Chairperson

ATTEST: STEVEN GUINEY, Secretary

APPROVED AS TO FORM:

ASSISTANT COUNTY COUNSEL

EXHIBIT A
ORDINANCE NO.___________

ORDINANCE GRANTING A PLANNED UNIT DEVELOPMENT AS ALLOWED BY SANTA CRUZ COUNTY CODE RELATING TO ESTABLISHMENT OF DEVELOPMENT STANDARDS FOR APN: 029-171-05

The Board of Supervisors of the County of Santa Cruz ordains as follows:

SECTION I
A Planned Unit Development is hereby granted to the property located on the south side of Harper Street (2340 Harper Street), approximately 625 feet east of the intersection with Chanticleer Avenue in the Live Oak Planning Area, and shown on Exhibit D of Permit 181094 attached hereto and subject to the conditions shown on Exhibit PUD-A, attached hereto.

SECTION II
The Board of Supervisors hereby adopts the recommendations of the Planning Commission for the Planned Unit Development as described in Section I, and adopts the following findings in support thereof without modification:

1. That the proposed location of the uses are in accordance with the objectives of the County Code and the purposes of the district in which the site is located.
2. That the proposed location of the Planned Unit Development and the conditions under which it would be operated or maintained will not be detrimental to the public's health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
3. That the proposed Planned Unit Development will comply with each of the applicable provisions of Chapter 18.10 of the County Code.
4. That the standards of dwelling unit density, site area and dimensions, site coverage, yard spaces, heights of structures, distances between off-street loading facilities and landscaped areas will produce a development that is compatible with and integrated into the surrounding built and natural environment consistent with the objectives of the County Code.
5. That the standards of dwelling unit density, site coverage, yard spaces, heights of structures, distances between structures, off-street parking, and off-street loading facilities will be such that the development will not generate more traffic than the streets in the vicinity can carry and will not overload utilities.
6. That the combination of different dwelling and/or structure types and the variety of land uses in the development will complement each other and will harmonize with existing and proposed land uses, structures, and the natural environment in the vicinity.
7. That the degree of departure from the required development and density standards is roughly proportional to the benefits provided to the neighborhood and/or the community in which the Planned Unit Development is located.
8. That the proposed development is consistent with the General Plan/Local Coastal Program Land Use Plan.
SECTION III

The Board of Supervisors hereby adopts the recommendations of the Planning Commission for the Development Permit as described in Section I, and adopts findings in support thereof without modification as set forth below:

1. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the health, safety, or welfare of persons residing or working in the neighborhood or the general public and will not result in inefficient or wasteful use of energy and will not be materially injurious to properties or improvements in the vicinity.
2. That the proposed location of the project and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the zone district in which the site is located.
3. That the proposed use is consistent with all elements of the County General Plan and with any Specific Plan which has been adopted for the area.
4. That the proposed use will not overload utilities, and will not generate more than the acceptable level of traffic on the streets in the vicinity.
5. That the proposed project will complement and harmonize with the existing and proposed land uses in the vicinity and will be compatible with the physical design aspects, land use intensities, and dwelling unit densities of the neighborhood.
6. The proposed development project is consistent with the Design Standards and Guidelines (sections 13.1 1.070 through 13.1 1.076), and any other applicable requirements of this chapter.

SECTION IV

This ordinance shall become effective 31 days after adoption.

PASSED AND ADOPTED this _____ day of ______ 2018 by the Board of Supervisors of the County of Santa Cruz by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

[Signature]
Chairman of the Board of Supervisors

Attest: _____________________________
Clerk of the Board

APPROVED AS TO FORM:
[Signature]
County Counsel
EXHIBIT PUD-A

Planned Unit Development
Conditions of Approval

Property located on the south side of Harper Street (2340 Harper Street), approximately 625 feet east of the intersection with Chanticlere Avenue in the Live Oak Planning Area.
APN: 029-171-05

This site contains a total area of 69,367 square feet, of which 61,711 square feet is considered useable (developable) land. Development of this site for 11 affordable single-family dwelling units shall be maintained in accordance with the approved Plans for Permit 181094 (Exhibit D)

EXHIBIT D - Tentative Map – 1 sheet prepared by Bowman and Williams, drawn April 23, 2018, revised September 21, 2018; Civil Engineering plans, 14 sheets, prepared by Bowman and Williams, drawn April 23, revised September 21, 2018; Survey, 1 sheet prepared by Bowman and Williams, drawn September 12, 2018.

A. All parcels shall conform to the approved Tentative Map. Construction on the lots shall conform to the Architectural Floor Plans and Elevations, and the Perspective Drawings as stated or depicted in the approved Exhibit D of Permit 181094. In addition, individual lots within the development shall meet the following development standards:

<table>
<thead>
<tr>
<th>DEVELOPMENT STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SETBACKS</td>
</tr>
<tr>
<td>LOT # 1</td>
</tr>
<tr>
<td>LOT # 2</td>
</tr>
<tr>
<td>LOT # 3</td>
</tr>
<tr>
<td>LOT # 4</td>
</tr>
<tr>
<td>LOT # 5</td>
</tr>
<tr>
<td>LOT # 6</td>
</tr>
<tr>
<td>LOT # 7</td>
</tr>
<tr>
<td>LOT # 8</td>
</tr>
<tr>
<td>LOT # 9</td>
</tr>
<tr>
<td>LOT #10</td>
</tr>
<tr>
<td>LOT #11</td>
</tr>
</tbody>
</table>

** Height of structures is measured from FINISHED grade.
B. All other site and development standards shall comply with the requirements of the R-1-6 zone district and as set out in County Code section 13.10.232 et seq. (or its successor ordinance), including, but not limited to: number of stories; lot coverage and floor area ratio (based upon a net site area of 68,767 square feet for the development as a whole) and minimum separation between structures.

C. On units 1 thru 4 gabled front porches that face Harper Street are required.

D. A maximum of two garden sheds may be constructed in the common area in conjunction with the community garden. Sheds may be located within the open space area adjacent to the community garden, such that they will be outside the riparian corridor/riparian buffer and associated 10-foot construction buffer and set back behind the line of the adjacent dwelling units such that they will be hidden in views from Harper Street. Sheds shall have a maximum size of 120 square feet and a maximum height of 10 feet and shall maintain a minimum 10-foot separation to adjacent dwelling units. No additional sheds or other similar structures are allowed within the common area parcel.

E. The following are allowed within individual lots: Landscaping, garden trellises, garden statuary, birdbaths, free-standing barbecues, and other small free-standing structures or equipment not exceeding 6 feet in height.

F. Any proposed exterior change from the Architectural Floor Plans and Elevations, and the Perspective Drawings as stated or depicted in the approved Exhibit D of Permit 181094, shall be subject to review and approval by the Planning Director, pursuant to an Administrative Design Review Permit (Level III). In addition, the following conditions must be met:

1. All architectural detailing and exterior finish colors and materials shall be consistent with the overall development as approved by 181094. Exterior materials are limited to horizontal fiber-cement siding, board and batt fiber-cement siding, wood trim, and roofing shingles. All colors shall be muted earth-toned shades with a shell-white trim (or similar) and grey-brown roof shingles (color weathered-wood or similar) to match other homes within the development.

2. No revision to any structure shall be permitted that would result in an intensification of use of the development (additional bedrooms) or that would reduce the availability of on-site parking for the 11 units.

3. Accessory dwelling units (ADUs) are not allowed.

G. Proposed changes that do not comply with the provisions set out in section D above shall be subject to review and approval by the Board of Supervisors pursuant to an Amendment to the Planned Unit Development (Level VII).

H. The Homeowners Association (HOA) shall ensure maintenance of all areas under common ownership including, sidewalks, roadways, all landscaping, drainage structures,
water lines, sewer laterals, fences, silt and grease traps and buildings. A copy of the CC&R's shall be provided to the Planning Department and shall include the following, which are permit conditions:

1. All landscaping within the common area shall be permanently maintained in a good condition by the Homeowners Association:
   a. Irrigation systems shall be maintained in working order to support all planting areas.
   b. Dead plants shall be removed and replaced with the same or similar species.
   c. Planting areas shall be maintained to be weed free and plants shall be trimmed as necessary so as not to obstruct pathways etc.
   d. Lawn areas, unless replaced with artificial turf, shall be mowed and kept clear of weeds.
   e. Plots within the community garden shall be made available to all households within the development. It shall be the responsibility of the Homeowners association to determine the allocation of individual plots to the households on an as-requested basis and to ensure that all individual plots are maintained.

2. All drainage structures, including silt and grease traps and detention facilities, shall be permanently maintained by the Homeowners Association.
   a. Annual inspection of the silt and grease traps shall be performed, and reports sent to the Drainage section of the Department of Public Works on an annual basis. Inspections shall be performed prior to October 15 each year. The expense for inspections and report preparation shall be the responsibility of the Homeowners Association.
      i. A brief annual report shall be prepared by the trap inspector at the conclusion of each October inspection and submitted to the Drainage section of the Department of Public Works within 5 days of the inspection. This monitoring report shall specify any repairs that have been done or that are needed to allow the trap to function adequately.

3. Except on trash collection days, all trash and recycling bins shall be stored out of sight within private yard areas or storage areas.

4. A minimum of 30 parking spaces shall be maintained within the common area for use by homeowners and guests.
5. No inoperable vehicles or other objects, including trailers, boats etc. shall be stored in the shared parking area or in any other portion of the common area parcel.

6. Access to and use of the riparian buffer zone and riparian corridor along the southern portion of the common area by the public/residents is prohibited.

7. All fencing shall be maintained in good condition and shall comply with the provisions of County Code section 13.10.525 (or its successor ordinance) for the exterior of the development. The following additional restrictions shall apply to fencing within the development:

Lots 1-4: Front yards – Max height 3 feet,  
Interior side yards – Max. height 6 feet  
West side of Lot #1 & east side of Lot #4) – SCCC 13.10.525  
Rear yards – Max height 6 feet

Lots 5-11: Front yards – No fencing allowed  
Side yards – Max. 6 feet.  
Rear Yards – SCCC 13.10.525

Community Garden: Fencing shall be an open wire mesh design to maintain open views from Harper Street, through the parcel, to the riparian woodland at the southern portion of the development. Mesh shall be coated or treated to be a dark color to minimize the visual impact (chain link fencing is not acceptable).

Riparian corridor and buffer: Fencing shall be an open design such as a wood split-rail design, to maintain open views of the riparian woodland and movement of wildlife.

No additional fencing within the common area shall be allowed unless shown on the approved plans (Exhibit D)

I. All other conditions of approval of Permit 181094, if not specifically called out herein, are by reference included as part of this Planned Unit Development.
Planning Commission
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Subject: Application 181094
Assessor’s Parcel Number: 029-171-05

Web link to staff report:

Agenda Date: December 12, 2018

- LARGE FILE ATTACHMENTS -

Attachments exceeding 30 pages and/or larger than letter size that are not printed in the downloadable (pdf) full agenda packet are available for viewing and downloading on the County’s Meeting Portal website, at:

https://santacruzcountyca.iqm2.com
(Click on today’s meeting date to locate the item)

AND for viewing in person during normal business hours at:

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA CRUZ
GOVERNMENTAL CENTER BUILDING
701 OCEAN STREET, 5TH FLOOR
SANTA CRUZ, CA 95060
Lezanne Jeffs

From: kentomas@cruzio.com
Sent: Thursday, December 6, 2018 11:04 AM
To: Lezanne Jeffs
c: director@habitatsc.org
Subject: The Habitat for Humanity project on Harper Street

Hello – I am writing in support of the Harper St. Project. My only concern is that the density of the project has been reduced to only 11 units. I am in favor of the highest density allowed for housing on this site.

I am 33 year resident in Live Oak and a COPA leader at Peace United Church in Santa Cruz. COPA is a non-profit organization made up of 22 civic member institutions in Santa Cruz, Monterey and San Benito counties. These institutions include: non-profits, schools, unions and faith communities. We have heard 1,000s of stories from our members on the lack of affordable housing that has resulted in pressure on families and loved ones.

This project, although small in density, will help contribute to the supply of affordable housing. Also the availability of vacant land zoned residential is scarce and every opportunity to build affordable housing at the highest density allowed should be approved.

We urge your Commission to approve the project and not reduce the proposed number of units.

Sincerely,
Ken Thomas
2261 Juan Pablo Lane
Santa Cruz
thanks, Donna—will do!

On Dec 10, 2018, at 12:05 PM, Donna Murphy <donna@dm5.biz> wrote:

Please forward to each of the five County Planning Commissioners.

Commissioners:

Lack of housing, especially affordable housing, is the number one issue in our county and is having more and more deleterious effects throughout our county. Please support the modest 100 percent affordable Harper Street project with the proposed current density.

Already, the project has been down sized, reducing the number of affordable units. While a reduction of one or two units may appease some segments of the community, it means that the infrastructure and development costs are spread over fewer units, thus increasing the cost of each—and the maximal use of valuable land is lessened. Each affordable unit is so important to our working class citizens and young families. Please approve the Harper Street project and enable it to more forward.

Donna Murphy
Resident of Santa Cruz County and a member of the COPA Housing Team

Mary Male
mmale@baymoon.com
831-325-6897
From: Donna Murphy <donna@dm5.biz>
Sent: Monday, December 10, 2018 12:05 PM
To: Lezanne Jeffs
Subject: Support for Harper Street Housing project

Please forward to each of the five County Planning Commissioners.

Commissioners:

Lack of housing, especially affordable housing, is the number one issue in our county and is having more and more deleterious effects throughout our county. Please support the modest 100 percent affordable Harper Street project with the proposed current density.

Already, the project has been downsized, reducing the number of affordable units. While a reduction of one or two units may appease some segments of the community, it means that the infrastructure and development costs are spread over fewer units, thus increasing the cost of each — and the maximal use of valuable land is lessened. Each affordable unit is so important to our working class citizens and young families. Please approve the Harper Street project and enable it to move forward.

Donna Murphy
Resident of Santa Cruz County and a member of the COPA Housing Team
Lezanne Jeffs

From: Hanalei Mulufi <hanalei.mulufi@gmail.com>
Sent: Tuesday, December 11, 2018 9:52 AM
To: Lezanne Jeffs
Subject: Support of Harper Street Habitat for Humanity Project

Commissioners:

As of December 8, 2018, I have been a Santa Cruz resident for a whole year. I moved here from Stockton and lived in Sacramento prior. Within my year of living in Santa Cruz, I am shocked with how scarce the resources are just to make ends meet especially with affordable housing.

I currently work as a substitute teacher for Live Oak Elementary, and I strongly believe that the city of Live Oak desperately needs the Harper Street Habitat for Humanity Project. It is nearly impossible to find a place to live that is affordable. I know too many people that have two to three families piled up in a one bedroom apartment or have two to three jobs (myself included) in order to pay rent and buy food. I know that there are children who don’t have a place to call home. When is the crisis for the basic need of housing going to end? If we don’t take a stand now to help increase more housing units, then we can expect the city of Live Oak to be over populated with homelessness. Please vote to approve the Harper Street Habitat for Humanity Project! Although this project is only 11-units, any added unit will make a difference to alleviate the housing deprivation.

Sincerely,

Hanalei Mulufi
Resident of Santa Cruz County
I support this project, Please approve the Harper Street project and enable it to move forward! // Jose Gaona

---------- Forwarded message ----------
From: Donna Murphy <donna@dm5.biz>
Date: Mon, Dec 10, 2018 at 12:05 PM
Subject: Support for Harper Street Housing project
To: <Lezanne.Jeffs@santacruzcounty.us>

Please forward to each of the five County Planning Commissioners.

Commissioners:

Lack of housing, especially affordable housing, is the number one issue in our county and is having more and more deleterious effects throughout our county. Please support the modest 100 percent affordable Harper Street project with the proposed current density.

Already, the project has been downsized, reducing the number of affordable units. While a reduction of one or two units may appease some segments of the community, it means that the infrastructure and development costs are spread over fewer units, thus increasing the cost of each — and the maximal use of valuable land is lessened. Each affordable unit is so important to our working class citizens and young families. Please approve the Harper Street project and enable it to more forward.

Donna Murphy
Resident of Santa Cruz County and a member of the COPA Housing Team
Lezanne Jeffs

From: Barbara Meister <barbara.meister@gmail.com>
Sent: Tuesday, December 11, 2018 7:15 AM
To: Lezanne Jeffs
Subject: Support

Dear Planning Commissioners,

Please support the Harper St. affordable housing project at its fullest potential at 12 units. The need for affordable housing is enormous in our county, but each unit means opportunity for another family.

While a reduction of one or two units may appease some segments of the community, it means that the infrastructure and development costs are spread over fewer units, thus increasing the cost of each— we need to maximize the scarce resources we have.

Please approve the Harper Street project and make an important contribution to affordable housing in our community.

Thank you!
Barbara Meister
Santa Cruz, CA
Hello Jeff and members of the planning commission,

I am a long time resident of Santa Cruz (since 1969) and raised a family of 3 kids here with my husband. Our kids cannot afford to live here. It is heartbreaking to know so many young, hardworking families who cannot afford to live and work in the area in which they grew up and where their parents live. And so many young people who are willing to work hard and cannot afford to buy a house.

Please support the Harper Street project in Live Oak. There are so few places where we can create affordable housing. The need is huge as you know. Can you compromise enough to allow for folks to get a start.

Sincerely,

Ziggy Rendler-Bregman
Lezanne Jeffs

From: Joseph DePage <jdepage@gmail.com>
Sent: Tuesday, December 11, 2018 8:53 AM
To: Lezanne Jeffs
Subject: Support for Harper Street Housing

Commissioners:

Lack of housing, especially affordable housing, is the number one issue in our county and is having more and more deleterious effects throughout our county. Please support the modest 100 percent affordable Harper Street project with the proposed current density.

Already, the project has been downsized, reducing the number of affordable units. While a reduction of one or two units may appease some segments of the community, it means that the infrastructure and development costs are spread over fewer units, thus increasing the cost of each— and the maximal use of valuable land is lessened. Each affordable unit is so important to our working class citizens and young families. Please approve the Harper Street project and enable it to more forward.

Joseph DePage
Resident of Santa Cruz County and a member of the COPA Housing Team
Meeting Date: Wednesday, November 14, 2018 @ 9:00 AM

Location: Board of Supervisors Chambers, Room 525
County Government Center
701 Ocean Street
Santa Cruz, CA 95060

REGULAR AGENDA ITEMS

1. Roll Call
Commissioners present: Chair Rachel Dann, Vice-Chair Melanie Shaffer Freitas, Commissioner Michael Guth, Commissioner Judith Lazenby, Commissioner Renee Shepherd

2. Additions and Corrections to Agenda

3. Declaration of Ex Parte Communications

4. Oral Communications

SCHEDULED ITEMS

5. Approval of Minutes

To approve the minutes of the October 24, 2018 Planning Commission meeting as submitted by the Planning Staff.

ACTION: Approved as prepared by staff.

MOTION/SECOND: Shaffer Freitas/Lazenby
AYES: Guth, Shaffer Freitas, Dann, Lazenby, Shepherd
NOES: None
ABSTAIN: None
ABSENT: None

6. 171151** 3715 Moana Way, Santa Cruz 95062 APN: 032-122-26

Proposal to divide an existing 10,881 square foot parcel into two parcels of approximately 4,065 square feet and 6,818 square feet; to demolish an existing single-family dwelling and several outbuildings; and to remove 10 trees. The newly created parcels are proposed to be developed as follows: Parcel 1 would be developed with an approximately 1,649 square foot, two story, single family dwelling with an attached 240 square foot garage, 428 square foot carport, 192 square foot covered deck, and a 640 square foot, one-story accessory dwelling unit with an approximately 280 square foot garage. Parcel 2 would be developed with an approximately 1,629 square foot, two-story single-family dwelling with a 190 square foot garage, 256 square foot covered porch, and 192 covered deck. Requires a Minor Land Division, Coastal Development Permit, Roadside and Roadway Exception, and a determination that the project is exempt from further review under the California Environmental Quality Act.

Property located on the north side of Moana Way, approximately 75 feet west of the intersection of Moana Way and 38th Avenue, and approximately 400 feet north of East Cliff Drive within in the Pleasure Point area of Live Oak.

APPLICANT: Frank Phanton
OWNER: Richard Novak
SUPERVISORAL DISTRICT: 1
ACTION: Determine that the project is not subject to further review under the California Environmental Quality Act and to approve the project as recommended by staff.

MOTION/SECOND: Guth/Shepherd
AYES: Guth, Shaffer Freitas, Dann, Lazenby, Shepherd
NOES: None
ABSTAIN: None
ABSENT: None

Proposal to subdivide an existing parcel of record to create 11 single-family parcels and one common area parcel, and to construct 10 semi-detached single-family dwellings (5 structures) and one detached dwelling within a common-interest development providing 100% affordable units and to grade approximately 676 cubic yards of material in the R-1-6-D zone district. Requires approval of a Tentative Map, a Planned Unit Development for revised interior site and development standards, a Residential Development Permit, and a determination that the project is exempt from review under CEQA. Located on the south side of Harper Street (2340 Harper Street), approximately 625 feet east of the intersection with Chanticleer Avenue in Live Oak.

APPLICANT: David Foster
OWNER: County of Santa Cruz
SUPERVISORAL DISTRICT: 1
PROJECT PLANNER: Lezanne Jeffs, (831) 454-2480
EMAIL: Lezanne.Jeffs@santacruzcounty.us

ACTION: Continue the item until December 12th to give Commissioners time to review larger scale plans and for staff to investigate the privacy issues regarding second story windows facing neighbors to the east and west at units 1 and 4 (for example by requiring obscured glass), to develop language to allow a garden shed or sheds in association with the community garden, and to provide Commissioners copies of the biotic report.

MOTION/SECOND: Guth/Shepherd
AYES: Guth, Lazenby, Shepherd
NOES: Shaffer Freitas, Dann
ABSTAIN: None
ABSENT: None

APPEAL INFORMATION
Denial or approval of any permit by the Planning Commission is appealable to the Board of Supervisors. The appeal must be filed with the required appeal fee within 14 calendar days of action by the Planning Commission. To file an appeal you must write a letter to the Board of Supervisors and include the appeal fee. For more information on appeals, please see the “Planning Appeals” brochure located in the Planning Department lobby, or contact the project planner.

APPEALS OF COASTAL PROJECTS
(*) This project requires a Coastal Zone Permit which is not appealable to the California Coastal Commission. It may be appealed to the Board of Supervisors; the appeal must be filed within 14 calendar days of action by the Planning Commission.

(**) This project requires a Coastal Development Permit. Denial or approval of the Coastal Development Permit is appealable to the Board of Supervisors; the appeal must be filed within 14 calendar days of action by the Planning Commission. After all local appeal periods have ended (grounds for appeal are listed in the County Code Section 13.20.110), approval of a Coastal Development permit is appealable to the California Coastal Commission. The appeal
must be filed with the Coastal Commission within 10 business days of receipt by the Coastal Commission of notice of final local action.

**Note regarding Public hearing items:** If any person challenges an action taken on the foregoing matter(s) in court, they may be limited to raising only those issues raised at the public hearing described in this notice or in written correspondence delivered to the Planning Commission at or prior to the public hearing.

Agenda documents may be reviewed at the Planning Department, Room 420, County Government Center, 701 Ocean Street, Santa Cruz.

The County of Santa Cruz does not discriminate on the basis of disability, and no person shall, by reason of a disability, be denied the benefits of its services, programs, or activities. The Board of Supervisors chambers is located in an accessible facility. If you wish to attend this meeting and you will require special assistance in order to participate, please contact the ADA Coordinator at 454-3137 (TDD/TTY number is 711) at least 72 hours in advance of the meeting to make arrangements. As a courtesy to those persons affected, please attend the meeting smoke and scent free.
Meeting Date : Wednesday, December 12, 2018 @ 9:00 AM  
Location : Board of Supervisors Chambers, Room 525  
County Government Center  
701 Ocean Street  
Santa Cruz, CA 95060

REGULAR AGENDA ITEMS

1. Roll Call  
Commissioners present: Chair Rachel Dann, Vice-Chair Melanie Shaffer Freitas, Commissioner Michael Guth, Commissioner Judith Lazenby, Commissioner Renee Shepherd

2. Additions and Corrections to Agenda

3. Declaration of Ex Parte Communications

4. Oral Communications

SCHEDULED ITEMS

5. Approval of Minutes  
To approve the minutes of the November 14, 2018 Planning Commission meeting as submitted by the Planning Staff.

ACTION: Approve minutes as prepared by staff.

MOTION/SECOND: Shaffer Freitas/Lazenby  
AYES: Guth, Shaffer Freitas, Dann, Lazenby, Shepherd  
NOES: None  
ABSTAIN: None  
ABSENT: None

6. 181094  
2340 Harper Street, Santa Cruz 95062  
APN: 029-171-05

This item was continued by the Planning Commission from the November 14, 2018 meeting. Proposal to subdivide an existing parcel of record to create 11 single-family parcels and one common area parcel, and to construct 10 semi-detached single-family dwellings (5 structures) and one detached dwelling within a common-interest development providing 100% affordable units and to grade approximately 676 cubic yards of material in the R-1-6-D zone district. Requires approval of a Tentative Map, a Planned Unit Development for revised interior site and development standards, a Residential Development Permit, and a determination that the project is exempt from review under CEQA. Located on the south side of Harper Street (2340 Harper Street), approximately 625 feet east of the intersection with Chanticleer Avenue in Live Oak.

APPLICANT: David Foster  
OWNER: County of Santa Cruz  
SUPERVISORAL DISTRICT: 1  
PROJECT PLANNER: Lezanne Jeffs, (831) 454-2480  
EMAIL: Lezanne.Jeffs@santacruzcounty.us
ACTION: Determine that the project is exempt from further environmental review under the California Environmental Quality Act and to approve the project as recommended by staff with additional conditions. Additional conditions include:
1. That proposed landscaping at the southern end of the site adjacent to the riparian corridor and buffer areas shall be consistent with the Habitat Restoration Plan and shall consist of native species, and
2. That the gate shown at the rear (southerly) boundary of the community garden shall be relocated to open to an area that is outside the riparian buffer.

MOTION/SECOND: Shaffer Freitas/Guth
AYES: Guth, Shaffer Freitas, Dann, Shepherd
NOES: Lazenby
ABSTAIN: None
ABSENT: None

7. Continued from October 24, 2018: Public Safety and Hazard Management General Plan, Local Coastal Program and County Code Amendments

A. Update and amendment of General Plan/LCP Public Safety Element and implementing Santa Cruz County Code Title 16 Environmental Resource Protection regulations regarding environmental review, geologic hazards, floodplain management, erosion, and fire hazards, and update and amendment of General Plan/LCP Conservation and Open Space Element to move Air Quality section to Public Safety Element; and

B. New General Plan/LCP Noise Element relocated from Public Safety Element and new SCCC Chapter 13.15 Noise Planning; and

C. Amendment of General Plan/LCP Land Use and Circulation Elements to establish Airport Land Use Compatibility policies consistent with state handbook, including an updated SCCC Chapter 13.12 to establish the Airport Combining Zone District, and rezoning of affected properties within two miles of Watsonville Municipal Airport.

APPLICANT: The County of Santa Cruz
SUPERVISORAL DISTRICT: Countywide
PROJECT PLANNER: David Carlson, (831) 454-3173
EMAIL: David.Carlson@santacruzcounty.us

ACTION: Continue the item to March 13, 2019 with direction to staff to schedule and conduct workshops.

MOTION/SECOND: Guth/Shepherd
AYES: Guth, Shaffer Freitas, Dann, Lazenby, Shepherd
NOES: None
ABSTAIN: None
ABSENT: None

8. 171077 No Situs Address APN: 026-071-19

Proposal to divide an existing 35,726 square foot parcel into four parcels of 7,371; 6,609, 10,367 and 11,379 square feet in the R-1-5 zone district. Requires a Minor Land Division, Design Review and a determination that the project is exempt from review under the California Environmental Quality Act (CEQA). This application also includes a Soils Report Review (REV171025).

Property located on the north side of Paul Minnie Court at between 120 and 400 feet east of the intersection with Paul Minnie Avenue in Live Oak.

APPLICANT: Hogan Land Services c/o Bob Dewitt
OWNER: Marion Henry Construction
SUPERVISORAL DISTRICT: 1
ACTION: Determine that the project is exempt from further review under the California Environmental Quality Act and approve the project as recommended by staff with a modification to the design guidelines.

Modifications to design guidelines include:
1. Revise the language under the heading “Home Design” to replace “Homes may include a combination of one and two story elements….” (4th paragraph) to read “Homes shall be either one-story or shall contain two-story elements….”
2. Add the following …. “On lots 1 and 2, all west-facing second story windows that are within 10 feet of the western property line shall be designed to include obscured glass.”
3. Add the following language …. “The proposed home on lot 1 shall be designed to minimize disturbance to existing trees along the western property boundary during construction.”

MOTION/SECOND: Guth/Shepherd
AYES: Guth, Shaffer Freitas, Dann, Lazenby, Shepherd
NOES: None
ABSTAIN: None
ABSENT: None

APPEAL INFORMATION
Denial or approval of any permit by the Planning Commission is appealable to the Board of Supervisors. The appeal must be filed with the required appeal fee within 14 calendar days of action by the Planning Commission. To file an appeal you must write a letter to the Board of Supervisors and include the appeal fee. For more information on appeals, please see the “Planning Appeals” brochure located in the Planning Department lobby, or contact the project planner.

APPEALS OF COASTAL PROJECTS
(*) This project requires a Coastal Zone Permit which is not appealable to the California Coastal Commission. It may be appealed to the Board of Supervisors; the appeal must be filed within 14 calendar days of action by the Planning Commission.

(**) This project requires a Coastal Development Permit. Denial or approval of the Coastal Development Permit is appealable to the Board of Supervisors; the appeal must be filed within 14 calendar days of action by the Planning Commission. After all local appeal periods have ended (grounds for appeal are listed in the County Code Section 13.20.110), approval of a Coastal Development permit is appealable to the California Coastal Commission. The appeal must be filed with the Coastal Commission within 10 business days of receipt by the Coastal Commission of notice of final local action.

Note regarding Public hearing items: If any person challenges an action taken on the foregoing matter(s) in court, they may be limited to raising only those issues raised at the public hearing described in this notice or in written correspondence delivered to the Planning Commission at or prior to the public hearing.

Agenda documents may be reviewed at the Planning Department, Room 420, County Government Center, 701 Ocean Street, Santa Cruz.
1. CALL TO ORDER – 9:00AM

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Leopold</td>
<td>First District Supervisor</td>
<td>Present</td>
</tr>
<tr>
<td>Zach Friend</td>
<td>Chair, Second District Supervisor</td>
<td>Present</td>
</tr>
<tr>
<td>Ryan Coonerty</td>
<td>Vice Chair, Third District Supervisor</td>
<td>Present</td>
</tr>
<tr>
<td>Greg Caput</td>
<td>Fourth District Supervisor</td>
<td>Present</td>
</tr>
<tr>
<td>Bruce McPherson</td>
<td>Fifth District Supervisor</td>
<td>Present</td>
</tr>
</tbody>
</table>

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF LATE ADDITIONS TO THE AGENDA; ADDITIONS AND DELETIONS TO CONSENT AND REGULAR AGENDAS

Revision Sheet – Items 11, 37, 57

4. ANNOUNCEMENT BY BOARD MEMBERS OF ITEMS REMOVED FROM CONSENT TO REGULAR AGENDA
None

5. PUBLIC COMMENT
Three people addressed the Board

6. ACTION ON THE CONSENT AGENDA (ITEMS 12-63)
Additional Direction – Item No. 18

REGULAR AGENDA

7. Consider selection of Chairperson and Vice Chairperson for calendar year 2019, as outlined in the memorandum of Chair Friend
Elected Supervisor Ryan Coonerty as Chair, and Supervisor Greg Caput as Vice Chair for 2019

RESULT: APPROVED [UNANIMOUS]
MOVER: John Leopold, First District Supervisor
SECONDER: Bruce McPherson, Fifth District Supervisor
AYES: Leopold, Friend, Coonerty, Caput, McPherson
8. Presentation of awards to the first graduating class of the Santa Cruz County leadership training program known as LEAP (Learn, Engage, Apply and Perform), as outlined in the memorandum of the County Administrative Officer

Recognized the first graduating class of the Santa Cruz County leadership training program known as LEAP (Learn, Engage, Apply and Perform)

RESULT: PRESENTATION

9. Public Hearing to consider selection of activities and authorize submittal of the 2018 Community Development Block Grant (CDBG) application to the State of California, adoption of resolution authorizing staff to apply for 2018 CDBG funds, and related actions, as outlined in the memorandum of the Planning Director

1) Public hearing held to consider the proposed County application under the State’s Community Development Block Grant (CDBG) 2018 Notice of Funding Availability; closed the public hearing;
2) Selected activities from the proposals submitted for inclusion in the County’s CDBG as recommended by staff:
   a. Public Facility: Live Oak Community Health Center $2,479,000;
   b. Housing Rehabilitation: Jardines del Valle $421,000; and
   c. Planning and Technical Assistance: Davenport Domestic Water Feasibility Study $100,000
3) ADOPTED Resolution No. 13-2019 authorizing staff to apply for 2018 CDBG funds for the selected proposals; and
4) Directed staff to notify the Board of the results of the application evaluation as soon as 2018 CDBG awards are announced by the State.

RESULT: ADOPTED [UNANIMOUS]
MOVER: John Leopold, First District Supervisor
SECONDER: Greg Caput, Fourth District Supervisor
AYES: Leopold, Friend, Coonerty, Caput, McPherson

10. The Board of Supervisors shall recess in order to permit the Board of Directors of the County of Santa Cruz Flood Control and Water Conservation District, Zone 7, to convene and carry out a regularly scheduled meeting

The Board of Supervisors recessed in order to permit the Board of Directors of the County of Santa Cruz Flood Control and Water Conservation District, Zone 7, to convene and carry out a regularly scheduled meeting

RESULT: THE BOARD RECESSED

Zone 7 Agenda materials for this meeting are available for viewing on the County’s web site at: https://santacruzcountyca.iqm2.com/Citizens/Detail_Meeting.aspx?ID=1738
11. Consider report and presentation of the Advisory Task Force on Justice and Gender, adopt resolution supporting the Bill of Rights for Children of Incarcerated Parents, and take related actions recommended by the Task Force, as outlined in the memorandum of the County Administrative Officer

Reducing Harm to Children of Incarcerated Parents

1) ADOPTED Resolution No. 14-2019 supporting the Bill of Rights for Children of Incarcerated Parents, and direct the Human Services Department, Health Services Agency, Probation Department and Sheriff’s Office to identify opportunities and partners for implementation, and to report back to the Board during budget hearings in June 2019; 

2) Directed the Board Chair write a letter to the mayor of each city, the Santa Cruz County Law Enforcement Chiefs Association and the California Highway Patrol highlighting the importance of each law enforcement agency having regular training on reducing harm to children who are present at time of arrest, along with data collection and annual reporting; 

3) Requested that representatives from Family and Children Services, Court Appointed Special Advocates, the Sheriff’s Office, and the Task Force consider the value of visits for children of incarcerated parents and facilitate opportunities for communication and visits between children and their incarcerated parents; 

Housing for Women

4) Directed County Housing, Health Services, Homeless Services and Human Services staff to identify safe, supportive and affordable housing sites and options for criminal justice-involved women and/or families in each supervisorial district, and to report back to the Board during budget hearings in June 2019; and 

Preventing and Responding to Sexual Abuse in Custody

5) Requested that the Sheriff’s Office consider retaining an independent, trauma-informed investigator to investigate allegations of sexual abuse in County jails 

RESULT: ADOPTED [UNANIMOUS]
MOVER: John Leopold, First District Supervisor
SECONDER: Bruce McPherson, Fifth District Supervisor
AYES: Leopold, Friend, Coonerty, Caput, McPherson
Minutes - January 15, 2019

CONSENT AGENDA

RESULT: APPROVED AS AMENDED [UNANIMOUS]
MOVER: John Leopold, First District Supervisor
SECONDER: Ryan Coonerty, Vice Chair, Third District Supervisor
AYES: Leopold, Friend, Coonerty, Caput, McPherson

12. APPROVAL OF MINUTES
   a. Board of Supervisors - Regular Meeting - Dec 11, 2018 9:00 AM

13. Accept claims as approved by the Auditor-Controller-Treasurer-Tax Collector

14. Approve the reading by title of any ordinance considered for adoption that may appear on this agenda, and further waive a detailed reading of said ordinance, as recommended by County Counsel

15. Accept the Treasurer’s Investment Transaction Report for the month of November, 2018, as recommended by the Auditor-Controller-Treasurer-Tax Collector

16. Adopt resolution authorizing and approving agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax; adopt resolution accepting unanticipated revenue in the amount of $175,000 for tax administration; adopt resolution authorizing the examination of transactions and use tax records; approve agreement with Hinderliter, de Llamas & Associates for transactions tax audit and information services; and take related actions, as recommended by the County Administrative Officer
   
   Resolution No. 1-2019, Authorizing Agreements
   Resolution No. 2-2019, AUD60
   Resolution No. 3-2019, Tax Records

17. Accept and file report on 2020 Census efforts and the Santa Cruz County Complete Count Committee; adopt resolution in support of the 2020 Census; authorize the County Administrative Officer to execute County-Optional Agreement to Conduct Outreach Related to the California Complete Count 2020 Census and County Opt-In Letter; direct staff to establish the Santa Cruz County Complete Count Committee; and take related actions, as recommended by the County Administrative Officer
   
   Resolution No. 4-2019

18. Approve the County's 2019 Legislative Program, and take related actions, as recommended by the County Administrative Officer

   Additional direction:
   Relating to the Transportation, Housing and Land Use piece [ID 6546, attachment a, pages 6-7]:
   (a) on the first item, where it talks about SB 1 and Measure D [on page 6]; add a line that says: "The County opposes adding additional mandates in order to access the SB 1 funding"; and
19. Approve amendment to agreement with RRM Design Group, to modify the budget allocation between tasks to fund additional services related to the CEMEX Coastal Restoration-Reuse Plan, and take related actions, as recommended by the County Administrative Officer.

20. AS THE BOARD OF SUPERVISORS FOR THE SANTA CRUZ COUNTY REDEVELOPMENT SUCCESSOR AGENCY, approve the Administrative Budget and Recognized Obligation Payment Schedule for the period July 1, 2019 through June 30, 2020, as recommended by the County Administrative Officer.

21. Adopt resolution to participate in the California Secretary of State Help America Vote Act (HAVA) Polling Place Accessibility Training Program, approve grant agreement with the California Secretary of State for HAVA Polling Place Accessibility Training Program funds in the amount of $25,000 to improve the administration of elections and enhance the voting experience for people living with disabilities, and authorize the County Clerk to take related actions, as recommended by the County Clerk.

Resolution No. 5-2019

22. Adopt resolution to participate in the California Secretary of State Help America Vote Act (HAVA) program related to cyber security, approve grant agreement with the California Secretary of State for HAVA funds in the amount of $25,000 to improve cyber security and infrastructure related to VoteCal, and authorize the County Clerk to take related actions, as recommended by the County Clerk.

Resolution No. 6-2019

23. Approve contract amendment in the amount of $932 with Pueblo Construction, accept Notice of Completion for the 1070 Emeline Siding and Roof Replacement Project, approve final cost of $232,897, and take related actions, as recommended by the Director of General Services.

24. Approve plans and specifications on file in the General Services Department for the 1020 Emeline Server Room Cooling Equipment Project, direct the General Services Department to advertise for bids and set the bid opening for 3:00 p.m., February 12, 2019, as recommended by the Director of General Services.

25. Accept Notice of Completion for the 1080 Emeline Exterior Paint Project, approve final cost of $148,000, and take related actions, as recommended by the Director of General Services.

26. Accept Notice of Completion for the 1080 Emeline Water and Microbiology Laboratory Remodel Project, approve final cost of $313,463, and take related actions, as recommended by the Director of General Services.
27. Approve appointment of Cherie Bobbe as the First District appointee to the Water Advisory Commission, for a term to expire April 1, 2021, as recommended by Supervisor Leopold

28. Approve appointment of Stacie Grijalva as the Second District appointee to the Commission on Disabilities, for a term to expire April 1, 2021, as recommended by Supervisor Friend

29. Approve appointment of Enda Brennan as the Third District appointee to the Seniors Commission, for a term to expire April 1, 2019, as recommended by Supervisor Coonerty

30. Accept nomination of Steve R. Auten for appointment to the Resource Conservation District of Santa Cruz County Board of Directors for a term to expire November 25, 2020, with final appointment to be considered on January 29, 2019, as recommended by Supervisor Coonerty

31. Approve appointment of Margaret Niven as the Fifth District appointee to the Arts Commission, for a term to expire April 1, 2021, as recommended by Supervisor McPherson

32. Accept notification of vacancy on the Santa Cruz Metropolitan Transit District Board of Directors, with nominations to be accepted January 29, 2019, and final appointment on February 12, 2019, as recommended by Chair Friend

33. Accept notification of one at-large community representative vacancy on the Santa Cruz Integrated Community Health Centers Co-Applicant Commission, with nominations for appointment to be received on January 29, 2019, and final appointment on February 12, 2019, as recommended by Chair Friend

34. Reappoint Supervisor Bruce McPherson as Santa Cruz County's representative to the Monterey Bay Community Power Authority (MBCPA) Policy Board of Directors, and Supervisor Ryan Coonerty as the Alternate Director, for two year terms to expire January 15, 2021, as recommended by Chair Friend

35. Approve updates to the Santa Cruz - Monterey - Merced Managed Medical Care Commission (SCMMMMCC) Bylaws, as recommended by Chair Friend

36. Approve appointment of Chris Johnston to the Emergency Medical Care Commission, as the at-large representative of Watsonville Community Hospital, for a term to expire April 1, 2019, as recommended by Chair Friend

37. DELETED ITEM
38. Approve appointment of Captain Andy Dally to the Emergency Management Council, as the representative of the City of Capitola, as recommended by Chair Friend

39. Accept nomination of Silvia Austerlic for reappointment to the Community Action Board, as an alternate at-large representative, for a term to expire January 3, 2022, with final appointment to be considered on January 29, 2019, as recommended by Chair Friend

40. Ratify authorization for the District Attorney’s Office to submit a grant application in the amount of $175,000 to the California Governor’s Office of Emergency Services for 2018-19 Unserved/Underserved Victim Advocacy and Outreach (UV) Program, and for the District Attorney and Chair of the Board to sign a Certification of Assurance of Compliance, as recommended by the District Attorney

41. Adopt resolution authorizing the District Attorney’s Office to accept or reject donations of cash or tangible items to further the goals and objectives of the Multi-Disciplinary Interview Center, and take related actions, as recommended by the District Attorney

Resolution No. 7-2019

42. Authorize release of Request for Proposals (RFP) for AB109 Treatment and Intervention Services, and direct the Chief Probation Officer to return in June 2019 with service agreements and funding recommendations for FY 2019-20 services, as recommended by the Chief Probation Officer

43. Accept and file report on Blaine Street Jail facility programs, as recommended by the Sheriff-Coroner

44. Authorize the Human Services Department to submit an In-Home Supportive Services Public Authority rate change package to the California Department of Social Services for approval, as recommended by the Director of Human Services

45. Approve master agreement with various contractors for provision of acupuncture specialty services for the Health Services Agency’s Clinic Services Division, and take related actions, as recommended by the Director of Health Services

46. Schedule a public hearing on January 29, 2019 at 9:00 a.m, or thereafter, to consider amendments to the Unified Fee Schedule reducing the fee for year-round Special Event Organizer from $380 to $190 for events concurrent with Certified Farmers’ Markets, and take related actions, as recommended by the Director of Health Services
47. Approve agreement with Axiom Engineers in the amount of $93,200, for provision of mechanical engineering design services for replacement of the heating, ventilation and air conditioning (HVAC) system of the Health Services Agency’s building at 1080 Emeline Avenue, authorize the General Services Department to issue a Purchase Order for these services, and take related actions, as recommended by the Director of Health Services.

48. Approve amendment to agreement with the California Department of Food and Agriculture for pest detection trapping, adopt resolution accepting unanticipated revenue in the amount of $42,683, and take related actions, as recommended by the Agricultural Commissioner.

Resolution No. 8-2019

49. Adopt resolution accepting unanticipated revenue in the amount of $395,000 from the Outdoor Education Facilities grant for the Felton Library Nature Discovery Park, as recommended by the Director of Parks, Open Space and Cultural Services.

Resolution No. 9-2019

50. Accept and file status report on continuous process improvement efforts related to the development permit function of the County, as recommended by the Planning Director.

51. Schedule a public hearing for Tuesday, January 29, 2019, beginning at 9:00 a.m. or thereafter to consider application number 181094 (Habitat for Humanity), a Subdivision, Planned Unit Development and Residential Development Permit for an 11-unit affordable housing project at 2340 Harper Street, and to accept determination that the project is exempt in accordance with the California Environmental Quality Act; and take related actions, as recommended by the Planning Director.

52. Approve payment of fiscal year 2017-18 invoice in the amount of $840.00 for biotic report review completed by Ecosystems West Consulting Group for the Felton Library project, as recommended by the Planning Director.

53. Accept the improvements and approve the final cost of $2,346,018.54, for the 2018 Full Depth Recycle and Overlay project, direct the Clerk of the Board to file the Notice of Completion, authorize the County Recorder to return the original, and take related actions, as recommended by the Deputy CAO, Director of Public Works.

54. Accept and file report on the status of the 2016-17 Winter Storm projects, and direct Public Works to return in September 2019 with an update, as recommended by the Deputy CAO, Director of Public Works.
55. Authorize one-time payment in the amount of $949.10 to Peterson Trucks for cost of repair parts for landfill equipment in fiscal year 2015-2016 and 2016-2017, as recommended by the Deputy CAO, Director of Public Works

56. Authorize one-time payment in the amount of $9,836.04 to the Santa Cruz Port District for used motor oil and oil filter collection and recycling services provided in fiscal year 2017-18, as recommended by the Deputy CAO, Director of Public Works

57. Adopt resolution approving lease financing documents for purchase of equipment, and take related actions, as recommended by the Deputy CAO, Director of Public Works

Resolution No. 10-2019

58. Defer award of contract for construction for the Central County Guardrail and Striping Project and direct staff to return on or before February 26, 2019, with a recommendation for award of contract, as recommended by the Deputy CAO, Director of Public Works

59. Approve independent contractor agreement with Dokken Engineering for design and environmental services for the Swanton Road at Big Creek Bridge Replacement, and take related actions, as recommended by the Deputy CAO, Director of Public Works

60. Approve the specifications and engineer's estimate for roadside mowing and tree trimming project and calling for bids 2:15 p.m. on February 7, 2019, direct Public Works to return on February 26, 2019, and take related actions, as recommended by the Deputy CAO, Director of Public Works

61. Adopt resolution for the dissolution of Pasatiempo-Rolling Woods Sewer Maintenance District; schedule a public hearing for February 12, 2019 to consider dissolution of the maintenance district; direct the Clerk of the Board to publish the attached Notice of Public Hearing once a week for two weeks prior to the hearing in a newspaper of general circulation, as recommended by the Deputy CAO, Director of Public Works

Resolution No. 11-2019

Scheduled public hearing on February 12, 2019 to consider dissolution

62. AS THE BOARD OF DIRECTORS OF THE DAVENPORT COUNTY SANITATION DISTRICT, approve the amendment to agreement with Labor Consultants of California for the Davenport Recycled Water project to extend the contract term through January 31, 2019 and take related actions as recommend by the District Engineer
63. AS BOARD OF DIRECTORS OF THE DAVENPORT COUNTY SANITATION DISTRICT, adopt resolution for a Community Development Block Grant, authorize the use of a maximum of $5,000 of District funds to be used as the County's match for the Planning and Technical Assistance activity, and take related actions, as recommended by the District Engineer

Resolution No. 12-2019

Approved: _________________________________________________________  
Chair, Board of Supervisors

Attest: ____________________________________________________________  
Clerk of the Board

Date: ____________________________________________________________

NOTE: This set of Board of Supervisors Minutes is scheduled for approval by the Board on January 29, 2019
County of Santa Cruz Board of Supervisors  
Agenda Item Submittal  
From: Auditor-Controller-Treasurer-Tax Collector  
(831) 454-2500  
Subject: Accept claims as approved by the Auditor-Controller  
Meeting Date: January 29, 2019  

Accept claims as approved by the Auditor-Controller-Treasurer-Tax Collector  

Submitted by:  
Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector  

Recommended by:  
Carlos J. Palacios, County Administrative Officer
Recommended Action(s):
Approve the reading by title of any ordinance considered for adoption that may appear on this agenda, and further waive a detailed reading of said ordinance.

Background:
Your Board directed this Office to examine the procedures employed for the adoption of ordinances to determine whether more efficient methods may be applied. Government Code § 25131 establishes the procedural requirement for the adoption of an ordinance by a board of supervisors. This section authorizes a board, by majority vote, to waive a "detailed reading" of the entire ordinance, and instead allows a board to proceed after the ordinances' title is read. The title of an ordinance describes the subject matter it contains, while a detailed reading requires that each word of the ordinance be read into the record. It is important to note that waiving a detailed reading does not eliminate the other procedural requirements for adoption of an ordinance, including, but not limited to, the requirements for public notice and allowing public testimony.

It is the opinion of this Office that your Board may take action to waive a detailed reading of an ordinance as part of your consent agenda. By taking this action on your consent agenda, a separate motion would not be required at the time that each individual ordinance is considered.

Submitted by:
Dana McRae, County Counsel
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Auditor-Controller-Treasurer-Tax Collector
(831) 454-2500
Subject: Treasurer's Monthly Investment Transaction Report for December, 2018
Meeting Date: January 29, 2019

Recommended Action(s):
Accept the Treasurer’s Investment Transaction Report for the month of December, 2018.

Executive Summary
Government Code Section 53607 requires the County Treasurer to submit a monthly report of investment transactions to the Board of Supervisors.

Analysis
There were $269 million in purchases and deposits and $171 million in redemptions and withdrawals in the investment pool for the month of December, 2018. The average balance of the investment pool for the month of December, 2018 was $826 million.

Financial Impact
This monthly investment transaction report reflects the activity for the Santa Cruz County Investment pool which generated over $12 million in interest income in FY 17-18 for Santa Cruz County schools, special districts and departments. Projected interest income for FY 18-19 is over $14 million. This is revenue to County schools, districts and departments that does not have to be raised by taxes, fees or borrowing.

Strategic Plan Element(s)
6a County Operational Excellence - Customer Experience
This report of monthly investment transactions addresses the Strategic Plan Element goal by providing County investment information to the public for full transparency.

Submitted by:
Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:
## County of Santa Cruz
### Activity Report
#### Sorted By Dealer
#### December 1, 2018 - December 31, 2018

<table>
<thead>
<tr>
<th>Dealer: Bank of the West</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Money Market Mutual Funds 02</strong></td>
<td></td>
</tr>
<tr>
<td>032 005 207</td>
<td>21923</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
</tr>
<tr>
<td>Dealer Subtotal</td>
<td>1.028%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dealer: Jeffries &amp; Company, INC</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>U.S. Treasury Notes/ Bonds</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
</tr>
<tr>
<td><strong>Federal Agency Issues - Coupon</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
</tr>
<tr>
<td><strong>Treasury Discounts - Amortizing</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
</tr>
<tr>
<td>Dealer Subtotal</td>
<td>14.730%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dealer: Keybanc Capital Mark</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>U.S. Treasury Notes/ Bonds</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
</tr>
<tr>
<td><strong>Federal Agency Issues - Coupon</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
</tr>
<tr>
<td>Dealer Subtotal</td>
<td>13.474%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dealer: LAIF (General Fund)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Local Agency Investment Fund (LAIF)</strong></td>
<td></td>
</tr>
<tr>
<td>SYS6501</td>
<td>6501</td>
</tr>
<tr>
<td>2.200</td>
<td>50,000,000.00</td>
</tr>
</tbody>
</table>
## Activity Report
### December 1, 2018 - December 31, 2018

**County of Santa Cruz**

### Beginning Balance

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Par Value</th>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Beginning Balance</td>
<td>Current Rate</td>
<td>Transaction Date</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>45,000,000.00</td>
<td>50,000,000.00</td>
<td>40,000,000.00</td>
<td>55,000,000.00</td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dealer: Lighthouse Bank**

### Rolling Repurchase Agreements - 3

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Par Value</th>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>CD-101345</td>
<td>22231</td>
<td>Lighthouse Bank</td>
<td>6.280%</td>
<td>45,000,000.00</td>
<td>50,000,000.00</td>
<td>40,000,000.00</td>
<td>55,000,000.00</td>
</tr>
<tr>
<td>Dealer Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dealer: Multi-Bank Securities Inc**

### Federal Agency Issues - Coupon

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Par Value</th>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>252,791.48</td>
<td>145.48</td>
<td>0.00</td>
<td>252,936.96</td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Medium Term Notes

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Par Value</th>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19,290,000.00</td>
<td>145.48</td>
<td>0.00</td>
<td>19,290,000.00</td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Supranational

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Par Value</th>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15,000,000.00</td>
<td>145.48</td>
<td>0.00</td>
<td>15,000,000.00</td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dealer Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.029%</td>
</tr>
</tbody>
</table>

### Dealer: MUFG Union Bank NA

### U.S. Treasury Notes/ Bonds

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Par Value</th>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3134GSJ55</td>
<td>22300</td>
<td>Fed.Home Loan Mtg.Corp</td>
<td>7.341%</td>
<td>64,290,000.00</td>
<td>12,000,000.00</td>
<td>0.00</td>
<td>64,290,000.00</td>
</tr>
<tr>
<td>Subtotal and Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Federal Agency Issues - Coupon

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Par Value</th>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>90331HNJ8</td>
<td>22299</td>
<td>US Bank NA</td>
<td>2.350</td>
<td>12,000,000.00</td>
<td>0.00</td>
<td>22,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### Medium Term Notes

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Par Value</th>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,000,000.00</td>
<td>12,000,000.00</td>
<td>0.00</td>
<td>22,000,000.00</td>
</tr>
</tbody>
</table>

### Ending Balance

**Portfolio SCRZ CP**

**Report Ver. 7.3.2**

**Attachment: Investment Transaction Report - December 2018 (6458 : Treasurer's Monthly Investment**
# Activity Report

## County of Santa Cruz

**December 1, 2018 - December 31, 2018**

### Dealer: MUFG Union Bank NA

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Par Value</th>
<th>Current Rate</th>
<th>Transaction Date</th>
<th>Par Value</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Municipal Bonds</td>
<td></td>
<td></td>
<td></td>
<td>12,195,000.00</td>
<td>12,195,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal and Balance</td>
<td>12,195,000.00</td>
<td></td>
<td></td>
<td>12,195,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dealer Subtotal 10.984%</td>
<td></td>
<td></td>
<td></td>
<td>72,195,000.00</td>
<td>24,000,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>96,195,000.00</td>
</tr>
</tbody>
</table>

### Dealer: Prebon

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Par Value</th>
<th>Current Rate</th>
<th>Transaction Date</th>
<th>Par Value</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>89236TDHS</td>
<td>22296</td>
<td>Medium Term Notes Toyota Motor Credit Corp</td>
<td>100,000,000.00</td>
<td>1.550</td>
<td>12/11/2018</td>
<td>9,000,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal and Balance</td>
<td>22,000,000.00</td>
<td></td>
<td></td>
<td>9,000,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dealer Subtotal 14.959%</td>
<td></td>
<td></td>
<td></td>
<td>122,000,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9,000,000.00</td>
<td>131,000,000.00</td>
</tr>
</tbody>
</table>

### Dealer: Royal Bank Canada Capital Mrkt

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Par Value</th>
<th>Current Rate</th>
<th>Transaction Date</th>
<th>Par Value</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>9128283Y4</td>
<td>22297</td>
<td>U.S. Treasury Notes/ Bonds US Treasury N/B</td>
<td>10,000,000.00</td>
<td>2.250</td>
<td>12/13/2018</td>
<td>18,000,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal and Balance</td>
<td>10,000,000.00</td>
<td></td>
<td></td>
<td>18,000,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Federal Agency Issues - Coupon</td>
<td></td>
<td></td>
<td></td>
<td>10,000,000.00</td>
<td>10,000,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Negotiable CDs</td>
<td></td>
<td></td>
<td></td>
<td>10,000,000.00</td>
<td>50,000,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supranationals</td>
<td></td>
<td></td>
<td></td>
<td>10,000,000.00</td>
<td>10,000,000.00</td>
</tr>
</tbody>
</table>

### Dealer: Stifel Nicolaus & Co

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Par Value</th>
<th>Current Rate</th>
<th>Transaction Date</th>
<th>Par Value</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>U.S. Treasury Notes/ Bonds</td>
<td></td>
<td></td>
<td></td>
<td>80,000,000.00</td>
<td>18,000,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dealer Subtotal 11.191%</td>
<td></td>
<td></td>
<td></td>
<td>82,000,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>96,000,000.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
### County of Santa Cruz Activity Report

**December 1, 2018 - December 31, 2018**

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Par Value</th>
<th>Par Value</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Beginning Balance</td>
<td>Current Rate</td>
<td>Transaction Date</td>
</tr>
<tr>
<td>Federal Agency Issues - Coupon</td>
<td></td>
<td></td>
<td></td>
<td>53,000,000.00</td>
<td>1.50</td>
<td>04/16/2018</td>
</tr>
<tr>
<td>Treasury Discounts - Amortizing</td>
<td></td>
<td></td>
<td></td>
<td>43,000,000.00</td>
<td>2.238</td>
<td>12/17/2018</td>
</tr>
<tr>
<td>Supranationals</td>
<td></td>
<td></td>
<td></td>
<td>10,000,000.00</td>
<td>1.80</td>
<td>09/01/2018</td>
</tr>
<tr>
<td>Dealer: Union Bank</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Union Bank Activity - Dividend</td>
<td></td>
<td></td>
<td></td>
<td>106,000,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dealer: US Bank MMMF</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Market Mutual Funds 02</td>
<td></td>
<td></td>
<td></td>
<td>90,000,000.00</td>
<td>1.750</td>
<td></td>
</tr>
<tr>
<td>Dealer: Wells Fargo Securities LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Agency Issues - Coupon</td>
<td></td>
<td></td>
<td></td>
<td>14,000,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td></td>
<td></td>
<td></td>
<td>10,000,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## County of Santa Cruz
### Activity Report
#### December 1, 2018 - December 31, 2018

### Dealer: Wells Fargo Securities LLC

#### Supranationals

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Percent of Portfolio</th>
<th>Beginning Balance</th>
<th>Current Rate</th>
<th>Transaction Date</th>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15,000,000.00</td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>15,000,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>39,000,000.00</td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>39,000,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>269,400,198.36</td>
<td></td>
<td></td>
<td>170,500,052.88</td>
<td></td>
<td>875,737,936.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>776,837,791.48</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Par Value

<table>
<thead>
<tr>
<th>Purchases or Deposits</th>
<th>Redemptions or Withdrawals</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.000%</td>
<td>4.453%</td>
<td>15,000,000.00</td>
</tr>
<tr>
<td>776,837,791.48</td>
<td></td>
<td>39,000,000.00</td>
</tr>
<tr>
<td>269,400,198.36</td>
<td></td>
<td>170,500,052.88</td>
</tr>
<tr>
<td>875,737,936.96</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Dealer Subtotal

<table>
<thead>
<tr>
<th>Dealer Subtotal</th>
<th>Subtotal and Balance</th>
<th>Total</th>
<th>Supranationals</th>
</tr>
</thead>
<tbody>
<tr>
<td>776,837,791.48</td>
<td>15,000,000.00</td>
<td>875,737,936.96</td>
<td>100.000%</td>
</tr>
</tbody>
</table>

### Portfolio SCRZ CP

Run Date: 01/02/2019 - 09:46

Recommended Action(s):

Executive Summary
The CAFR represents the culmination of all budgeting and accounting activities during the year and covers all funds of the County, its component units and its financial transactions. The Single Audit is a separate audit process performed to ensure recipient of federal funds are in compliance with federal grant requirements.

Background
In accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the provisions of the Single Audit Act of 1984 as amended and U.S. Office of Management and Budget (OMB), we have completed the Comprehensive Annual Financial Report (CAFR) and the Single Audit Report for the fiscal year ended June 30, 2018.

These reports were audited by the County’s independent audit firm of Brown Armstrong Certified Public Accountants. The documents will be presented to the Grand Jury Audit Committee for review and acceptance at its next meeting. The CAFR and Single Audit Report are on file with the Clerk of the Board and is available on the Auditor-Controller’s web page.

Analysis
The County of Santa Cruz received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for its Comprehensive Annual Financial Report (CAFR) for fiscal year ended June 30, 2017 as reflected on page xiii. The Certificate of Achievement is the highest recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment for the County of Santa Cruz and its management. The CAFR is ranked on over 600 parameters for accuracy, thoroughness, readability, and adherence to official pronouncements by financial oversight authorities. The County has applied to be considered for the award this year.
Financial Impact
These reports have no financial impact on the County. They provide financial information for the public, rating agencies and other interested Federal and State agencies.

Strategic Plan Element(s)
6a County Operational Excellence - Customer Experience
This report of the prior year's financial transactions addresses the Strategic Plan Element goal by providing County financial information to the public for full transparency.

Submitted by:
Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:

a  CAFR County Of Santa Cruz Report - Oversized Coversheet
b  CAFR County of Santa Cruz Report
c  SAS 114 Letter Final - CAFR Communication letter to BOS-dated 121818
d  Single Audit Report - Financial Statements YE 063018- Final Copy
- LARGE-FILE-ATTACHMENTS -

Attachments exceeding 30 pages and/or larger than letter size that are not printed in the downloadable (pdf) full agenda packet are available for viewing and downloading on the County’s Meeting Portal website, at:

https://santacruzcountyca.iqm2.com

(Click on today’s meeting date to locate the item)

AND for viewing in person during normal business hours at:

CLERK-OF-THE BOARD-OF-SUPERVISORS
COUNTY-OF SANTA-CRUZ
GOVERNMENTAL-CENTER BUILDING
701 OCEAN STREET, 5th FLOOR
SANTA-CRUZ, CA 95060
BROWN ARMSTRONG
Certified Public Accountants

To the Honorable Board of Supervisors
County of Santa Cruz, California

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Santa Cruz, California (the County), for the fiscal year ended June 30, 2018. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America, Government Auditing Standards, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 26, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices
Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in Note 1 to the financial statements. The County adopted Governmental Accounting Standards Board (GASB) Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions; GASB Statement No. 81, Irrevocable Split-Interest Agreements; GASB Statement No. 85, Omnibus 2017; and GASB Statement No. 86, Certain Debt Extinguishment Issues, during the fiscal year ended June 30, 2018. We noted no transactions entered into by the County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the County's financial statements were:

Management's estimate of the net pension and other postemployment benefits (OPEB) liabilities and related deferred outflows and inflows of resources, which are based on actuarial reports prepared and provided by an independent third party.

Management’s estimates in establishing allowances for accounts receivable, estimating date of collections to comply with period of availability for certain revenues, establishing self-insurance reserves, estimating closure and postclosure costs, establishing the OPEB obligation, depreciations, and fair value of investments. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.
Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure of Fair Value Measurements in Note 2 to the financial statements
- The disclosure of the Landfill Closure and Postclosure Care Cost in Note 12 to the financial statements.
- The disclosure of the Pension Plans in Note 14 to the financial statements.
- The disclosure of the OPEB in Note 15 to the financial statements.
- The disclosure of Commitments and Contingencies in Note 17 to the financial statements.
- The disclosure of Self-Insurance in Note 18 to the financial statements.
- The disclosure of Subsequent Events in Note 20 to the financial statements.
- The disclosure of Prior Period Adjustments in Note 21 to the financial statements.

**Difficulties Encountered in Performing the Audit**
We encountered no significant difficulties in dealing with management in performing and completing our audit.

**Corrected and Uncorrected Misstatements**
Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. No such misstatements were noted.

**Disagreements with Management**
For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

**Management Representations**
We have requested certain representations from management that are included in the management representation letter dated December 18, 2018.

**Management Consultations with Other Independent Accountants**
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the County's financial statements, or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

**Other Audit Findings or Issues**
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the County's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

**Other Matters**
We applied certain limited procedures to Management's Discussion and Analysis, the respective Budgetary Comparison for the General Fund and the Housing Fund, the County's Retirement Plans' Schedule of Changes in the Net Pension Liability and Related Ratios and the Schedule of Contributions, and the County's OPEB Plan Schedule of Changes in Total OPEB Liability and Related Ratios and Schedule of Contributions, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.
We were engaged to report on the combining and individual fund financial statements and schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory Section and Statistical Section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

**Restriction on Use**

This information is intended solely for the information and use of The Board of Supervisors and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

![Signature]

**BROWN ARMSTRONG**

**ACCOUNTANCY CORPORATION**

Bakersfield, California
December 18, 2018
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <em>Government Auditing Standards</em></td>
<td>1</td>
</tr>
<tr>
<td>Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance</td>
<td>3</td>
</tr>
<tr>
<td>Schedule of Expenditures of Federal Awards</td>
<td>6</td>
</tr>
<tr>
<td>Notes to Schedule of Expenditures of Federal Awards</td>
<td>12</td>
</tr>
<tr>
<td>Schedule of Findings and Questioned Costs</td>
<td>14</td>
</tr>
<tr>
<td>Status of Prior Year Findings and Questioned Costs</td>
<td>18</td>
</tr>
</tbody>
</table>
INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Board of Supervisors
of the County of Santa Cruz, California
Santa Cruz, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County of Santa Cruz (the County), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the County’s basic financial statements, and have issued our report thereon dated December 18, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County’s internal control. Accordingly, we do not express an opinion on the effectiveness of the County’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal controls, described in the accompanying schedule of findings and questioned costs, that we consider to be significant deficiencies: 2018-001 and 2018-003.
Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matter that is required to be reported under Government Auditing Standards, and is described in the accompanying schedule of findings and questioned costs as item 2018-002.

County’s Response to Findings

The County’s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The County’s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the County’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Bakersfield, California
December 18, 2018
INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Board of Supervisors of the County of Santa Cruz, California
Santa Cruz, California

Report on Compliance for Each Major Federal Program

We have audited the County of Santa Cruz’s (the County) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of the County’s major federal programs for the year ended June 30, 2018. The County’s major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor’s Responsibility

Our responsibility is to express an opinion on compliance for each of the County’s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County’s compliance.

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2018.

BROWN ARMSTRONG
Certified Public Accountants
Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and is described in the accompanying schedule of findings and questioned costs as item 2018-003. Our opinion on each major federal program is not modified with respect to this matter.

The County’s response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The County’s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County’s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County’s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify a certain deficiency in internal controls over compliance, described in the accompanying schedule of findings and questioned costs, that we consider to be a significant deficiency: 2018-003.

The County’s response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The County’s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County, for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the County’s basic financial statements. We issued our report thereon dated December 18, 2018, which contained unmodified opinions on those financial statements.
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Restriction on Use

This report is intended solely for the information and use of management, County Board of Supervisors, others within the County, federal awarding agencies, and pass-through entities and is not intended to be, and should not be, used by anyone other than these specified parties.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Bakersfield, California
December 18, 2018
## COUNTY OF SANTA CRUZ
### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
#### FOR THE YEAR ENDED JUNE 30, 2018

<table>
<thead>
<tr>
<th>Federal Grantor/Program Title</th>
<th>CFDA Number</th>
<th>Contract or Program Number</th>
<th>Passed Through to Subrecipients</th>
<th>Total Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>U.S. Department of Agriculture</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Programs:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Community Water Assistance Grants</td>
<td>10.763</td>
<td>--</td>
<td>$</td>
<td>$ 165,577</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$ 165,577</td>
</tr>
<tr>
<td>Passed through CA Department of Food and Agriculture</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phytophtora Ramorum</td>
<td>10.025</td>
<td>17-0213-030-SF</td>
<td>-</td>
<td>37,842</td>
</tr>
<tr>
<td>Glassy-Winged Sharpshooter</td>
<td>10.025</td>
<td>16-0427-SF</td>
<td>-</td>
<td>56,821</td>
</tr>
<tr>
<td>Enhanced Exotic Pest Survey</td>
<td>10.025</td>
<td>16-0069</td>
<td>-</td>
<td>141,828</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>236,491</td>
</tr>
<tr>
<td>CalFRESH Employment and Training (CFET)</td>
<td>10.561</td>
<td>--</td>
<td>-</td>
<td>40,243</td>
</tr>
<tr>
<td>CalFRESH Enhanced</td>
<td>10.561</td>
<td>--</td>
<td>-</td>
<td>84,618</td>
</tr>
<tr>
<td>CalFRESH &amp; Staff Development</td>
<td>10.561</td>
<td>--</td>
<td>-</td>
<td>6,605,082</td>
</tr>
<tr>
<td>Passed through California Department of Public Health</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nutrition Education and Obesity Prevention</td>
<td>10.561</td>
<td>16-10162</td>
<td>3,890</td>
<td>498,760</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>3,890</td>
<td>7,228,703</td>
</tr>
<tr>
<td>Passed through California Department of Forestry and Fire Protection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volunteer Fire Assistance (VFA) Grant</td>
<td>10.664</td>
<td>7923580050000</td>
<td>-</td>
<td>19,666</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>19,666</td>
</tr>
<tr>
<td>Passed through California Department of Education</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National School Lunch and Breakfast Program</td>
<td>10.555</td>
<td>44-3447-90003419-01</td>
<td>-</td>
<td>29,495</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>29,495</td>
</tr>
<tr>
<td><strong>Total U.S. Department of Agriculture</strong></td>
<td></td>
<td></td>
<td>3,890</td>
<td>7,679,932</td>
</tr>
<tr>
<td><strong>U.S. Department of Housing and Urban Development</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Programs:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUD Supportive Housing Program - Match</td>
<td>14.267</td>
<td>CA0231L9T081609</td>
<td>-</td>
<td>245,160</td>
</tr>
<tr>
<td>Passed through California Department of Housing and Community Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homeless Action Partnership</td>
<td>14.267</td>
<td>CA1554L9T081600</td>
<td>-</td>
<td>54,258</td>
</tr>
<tr>
<td>Homeless Action Partnership</td>
<td>14.267</td>
<td>CA1555L9T0781600</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>75,000</td>
<td>374,418</td>
</tr>
<tr>
<td>Direct Programs:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUD Youth Homelessness Demonstration Program</td>
<td>14.276</td>
<td>CA1636Y9T081600</td>
<td>17,840</td>
<td>47,565</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>17,840</td>
<td>47,565</td>
</tr>
<tr>
<td>Passed through California Department of Housing and Community Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Development Block Grant</td>
<td>14.228</td>
<td>15-CDBG-10561</td>
<td>215,502</td>
<td>508,576</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>215,502</td>
<td>508,576</td>
</tr>
<tr>
<td>Home Investment Partnerships Program</td>
<td>14.239</td>
<td>15-HOME-10632</td>
<td>-</td>
<td>5,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>-</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>Total U.S. Department of Housing and Urban Development</strong></td>
<td></td>
<td></td>
<td>308,342</td>
<td>935,559</td>
</tr>
<tr>
<td><strong>U.S. Department of the Interior</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed through California Department of Parks and Recreation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land and Water Conservation Fund Grant - Chanticleer Ave Park Development</td>
<td>15.916</td>
<td>C8861002</td>
<td>-</td>
<td>20,961</td>
</tr>
<tr>
<td><strong>Total U.S. Department of the Interior</strong></td>
<td></td>
<td></td>
<td>-</td>
<td>20,961</td>
</tr>
<tr>
<td><strong>U.S. Department of Justice</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Programs:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Byrne Memorial Justice Grant - Recovery Center</td>
<td>16.738</td>
<td>--</td>
<td>-</td>
<td>335,099</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>-</td>
<td>335,099</td>
</tr>
<tr>
<td>Passed through California Emergency Management Agency</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Victim Witness Assistance Program</td>
<td>16.575</td>
<td>VW16390440</td>
<td>-</td>
<td>90,061</td>
</tr>
<tr>
<td>Child Advocacy Center Program</td>
<td>16.575</td>
<td>KC17010440</td>
<td>-</td>
<td>37,784</td>
</tr>
<tr>
<td>County Victim Services Program</td>
<td>16.575</td>
<td>XC16010440</td>
<td>-</td>
<td>135,368</td>
</tr>
<tr>
<td>Unserved/Underserved Victim Advocacy and Outreach Program</td>
<td>16.575</td>
<td>UV16020440</td>
<td>-</td>
<td>369,586</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>-</td>
<td>609,573</td>
</tr>
<tr>
<td>Passed through Justice Reinvestment Initiative</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Assistance and Maximizing Local Reforms</td>
<td>16.827</td>
<td>2015-ZB-BX-0006</td>
<td>-</td>
<td>113,440</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>-</td>
<td>113,440</td>
</tr>
<tr>
<td>Passed through Office for Victims of Crime</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suppoting Male Survivors of Violence</td>
<td>16.582</td>
<td>2015-VF-GX-K042</td>
<td>-</td>
<td>364,304</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>-</td>
<td>364,304</td>
</tr>
<tr>
<td>Passed through California Board of State and Community Corrections</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title II Juvenile Delinquency Prevention and Intervention Grant Program</td>
<td>16.540</td>
<td>PODER</td>
<td>-</td>
<td>168,519</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>-</td>
<td>168,519</td>
</tr>
<tr>
<td><strong>Total U.S. Department of Justice</strong></td>
<td></td>
<td></td>
<td>-</td>
<td>1,590,935</td>
</tr>
</tbody>
</table>

See accompanying notes to the Schedule of Expenditures of Federal Awards.
### U.S. Department of Labor

Passed through California Department of Employment Development

<table>
<thead>
<tr>
<th>WIOA Cluster Programs</th>
<th>Contract or Program Number</th>
<th>Federal Expenditures</th>
<th>Total Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title I - A Adult Formula</td>
<td>17.258 --</td>
<td>323,969</td>
<td>1,030,170</td>
</tr>
<tr>
<td>Highway Planning and Construction</td>
<td>20.205 BRLO-5936(006)</td>
<td>-</td>
<td>232,953</td>
</tr>
<tr>
<td>High Performing Boards</td>
<td>17.258 --</td>
<td>-</td>
<td>7,447</td>
</tr>
<tr>
<td>CaUEBS VOS</td>
<td>17.258 --</td>
<td>-</td>
<td>3,000</td>
</tr>
<tr>
<td>WIOA Youth Activities - Title I Youth Formula</td>
<td>17.278 --</td>
<td>813,189</td>
<td>1,160,282</td>
</tr>
<tr>
<td>Title I-D Dislocated Worker Formula</td>
<td>17.278 --</td>
<td>323,380</td>
<td>931,388</td>
</tr>
<tr>
<td>Title I Rapid Response for RA &amp; PGM - Business Retention Survey</td>
<td>17.278 --</td>
<td>12,284</td>
<td>106,201</td>
</tr>
</tbody>
</table>

Total U.S. Department of Labor 1,472,822 3,265,336

### U.S. Department of Transportation

Passed through California Department of Transportation

<table>
<thead>
<tr>
<th>Federal CFDA Number</th>
<th>Program Title</th>
<th>Federal Expenditures</th>
<th>Total Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.205</td>
<td>BRLO-5936(006)</td>
<td>-</td>
<td>232,953</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(008)</td>
<td>-</td>
<td>6,383</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(009)</td>
<td>-</td>
<td>1,512</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(095)</td>
<td>-</td>
<td>115</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(093)</td>
<td>-</td>
<td>7,447</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(097)</td>
<td>-</td>
<td>6,383</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(096)</td>
<td>-</td>
<td>9,416</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(092)</td>
<td>-</td>
<td>119,011</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(091)</td>
<td>-</td>
<td>10,142</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(098)</td>
<td>-</td>
<td>7,195</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(094)</td>
<td>-</td>
<td>9,416</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(099)</td>
<td>-</td>
<td>1,605</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(003)</td>
<td>-</td>
<td>13,114</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(010)</td>
<td>-</td>
<td>13,862</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(007)</td>
<td>-</td>
<td>26,509</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(004)</td>
<td>-</td>
<td>769</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(011)</td>
<td>-</td>
<td>7,636</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(012)</td>
<td>-</td>
<td>6,872</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(013)</td>
<td>-</td>
<td>3,668,025</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(014)</td>
<td>-</td>
<td>5,426</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(091)</td>
<td>-</td>
<td>3,444</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(092)</td>
<td>-</td>
<td>4,250</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(008)</td>
<td>-</td>
<td>1,605</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(009)</td>
<td>-</td>
<td>1,351,364</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(015)</td>
<td>-</td>
<td>413,274</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(016)</td>
<td>-</td>
<td>76,662</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(017)</td>
<td>-</td>
<td>1,683</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(020)</td>
<td>-</td>
<td>9,306</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(021)</td>
<td>-</td>
<td>698,743</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(022)</td>
<td>-</td>
<td>16,742</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(023)</td>
<td>-</td>
<td>13,763</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(024)</td>
<td>-</td>
<td>4,448</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(025)</td>
<td>-</td>
<td>284</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(026)</td>
<td>-</td>
<td>15,552</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(027)</td>
<td>-</td>
<td>3,917</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(028)</td>
<td>-</td>
<td>686</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(029)</td>
<td>-</td>
<td>5,813</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(030)</td>
<td>-</td>
<td>100</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(031)</td>
<td>-</td>
<td>1,373</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(032)</td>
<td>-</td>
<td>6,742</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(033)</td>
<td>-</td>
<td>381</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(034)</td>
<td>-</td>
<td>5,991</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(035)</td>
<td>-</td>
<td>14,352</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(036)</td>
<td>-</td>
<td>6,912</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(037)</td>
<td>-</td>
<td>6,075</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(038)</td>
<td>-</td>
<td>2,609</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(039)</td>
<td>-</td>
<td>1,755</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(040)</td>
<td>-</td>
<td>4,410</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(041)</td>
<td>-</td>
<td>14,609</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(042)</td>
<td>-</td>
<td>540</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(043)</td>
<td>-</td>
<td>716</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(044)</td>
<td>-</td>
<td>14,144</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(045)</td>
<td>-</td>
<td>1,528</td>
</tr>
<tr>
<td>20.205</td>
<td>BRLO-5936(046)</td>
<td>-</td>
<td>115</td>
</tr>
</tbody>
</table>

See accompanying notes to the Schedule of Expenditures of Federal Awards.
<table>
<thead>
<tr>
<th>Federal Grantor/Program Title</th>
<th>Contract or Program Number</th>
<th>Passed Through to Subrecipients</th>
<th>Total Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Department of Transportation Passed through California Department of Transportation</td>
<td>20.205 ER-32L0-5936(097)</td>
<td>-</td>
<td>25,178</td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(103)</td>
<td>-</td>
<td>53,981</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(104)</td>
<td>-</td>
<td>1,024</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(105)</td>
<td>-</td>
<td>10,198</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(106)</td>
<td>-</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(149)</td>
<td>-</td>
<td>6,244</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(199)</td>
<td>-</td>
<td>13,736</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(200)</td>
<td>-</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(201)</td>
<td>-</td>
<td>8,018</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(202)</td>
<td>-</td>
<td>6,933</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(203)</td>
<td>-</td>
<td>17,624</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(204)</td>
<td>-</td>
<td>53,772</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(205)</td>
<td>-</td>
<td>4,208</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(206)</td>
<td>-</td>
<td>9,331</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(207)</td>
<td>-</td>
<td>11,194</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(208)</td>
<td>-</td>
<td>492</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(209)</td>
<td>-</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(210)</td>
<td>-</td>
<td>1,420</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(211)</td>
<td>-</td>
<td>1,926</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(212)</td>
<td>-</td>
<td>1,042</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(213)</td>
<td>-</td>
<td>17,505</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(214)</td>
<td>-</td>
<td>538</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(215)</td>
<td>-</td>
<td>71,627</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(216)</td>
<td>-</td>
<td>38,166</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(217)</td>
<td>-</td>
<td>136,869</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(218)</td>
<td>-</td>
<td>19,560</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(219)</td>
<td>-</td>
<td>10,100</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(220)</td>
<td>-</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(221)</td>
<td>-</td>
<td>558</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(222)</td>
<td>-</td>
<td>71,627</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(223)</td>
<td>-</td>
<td>19,236</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(224)</td>
<td>-</td>
<td>2,066</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(225)</td>
<td>-</td>
<td>10,853</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(226)</td>
<td>-</td>
<td>7,971</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(227)</td>
<td>-</td>
<td>9,804</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(228)</td>
<td>-</td>
<td>7,072</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(229)</td>
<td>-</td>
<td>2,688</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(230)</td>
<td>-</td>
<td>3,455</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(231)</td>
<td>-</td>
<td>2,522</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(232)</td>
<td>-</td>
<td>390</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(233)</td>
<td>-</td>
<td>1,794</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(234)</td>
<td>-</td>
<td>12,747</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 ER-32L0-5936(235)</td>
<td>-</td>
<td>2,068</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 HSIP-L-5936(120)</td>
<td>-</td>
<td>19,048</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 HSIP-L-5936(121)</td>
<td>-</td>
<td>9,231</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 HSIP-L-5936(122)</td>
<td>-</td>
<td>9,231</td>
<td></td>
</tr>
<tr>
<td>Highway Planning and Construction 20.205 HSIP-L-5936(123)</td>
<td>-</td>
<td>24,570</td>
<td></td>
</tr>
<tr>
<td>Total U.S. Department of Transportation</td>
<td>-</td>
<td>-</td>
<td>7,675,344</td>
</tr>
<tr>
<td>Santa Cruz County Collaborative</td>
<td>20.602 --</td>
<td>-</td>
<td>6,000</td>
</tr>
<tr>
<td>Highway Safety Cluster</td>
<td>-</td>
<td>31,630</td>
<td>142,869</td>
</tr>
<tr>
<td>National Priority Safety Programs - Child Passenger Safety</td>
<td>20.616 OP18009</td>
<td>-</td>
<td>38,166</td>
</tr>
<tr>
<td>Subtotal</td>
<td>-</td>
<td>38,166</td>
<td>38,166</td>
</tr>
<tr>
<td>National Priority Safety Programs</td>
<td>20.608 AL18023</td>
<td>17,832</td>
<td>114,503</td>
</tr>
<tr>
<td>Subtotal</td>
<td>17,832</td>
<td>114,503</td>
<td>114,503</td>
</tr>
<tr>
<td>U.S. Department of Health and Human Services Direct Programs:</td>
<td>Health Center Cluster</td>
<td>93.224 H80CS0004</td>
<td>69,997</td>
</tr>
<tr>
<td>Subtotal</td>
<td>69,997</td>
<td>911,346</td>
<td>911,346</td>
</tr>
<tr>
<td>Drug Free Communities</td>
<td>93.276 SHPSO18550-07</td>
<td>31,665</td>
<td>160,306</td>
</tr>
<tr>
<td>Capital Development</td>
<td>93.526 CIIO62977</td>
<td>-</td>
<td>642,020</td>
</tr>
<tr>
<td>Subtotal</td>
<td>-</td>
<td>642,020</td>
<td>642,020</td>
</tr>
<tr>
<td>Early Intervention Services</td>
<td>93.918 H76H400115</td>
<td>-</td>
<td>424,825</td>
</tr>
<tr>
<td>Subtotal</td>
<td>-</td>
<td>424,825</td>
<td>424,825</td>
</tr>
</tbody>
</table>

See accompanying notes to the Schedule of Expenditures of Federal Awards.
# COUNTY OF SANTA CRUZ

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)

### FOR THE YEAR ENDED JUNE 30, 2018

<table>
<thead>
<tr>
<th>U.S. Department of Health and Human Services</th>
<th>Federal Grantor/Program Title</th>
<th>Federal CFDA Number</th>
<th>Contract or Program Number</th>
<th>Passed Through to Subrecipients</th>
<th>Total Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passed through California Department of Social Services</td>
<td>KinGap IV-E - Administration</td>
<td>93.090</td>
<td>--</td>
<td>-</td>
<td>10,177</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>10,177</td>
</tr>
<tr>
<td>Temporary Assistance for Needy Families</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CallWORKS - Assistance</td>
<td>93.558</td>
<td>--</td>
<td>-</td>
<td>2,237,086</td>
<td></td>
</tr>
<tr>
<td>Fraud Incentive - Assistance</td>
<td>93.558</td>
<td>--</td>
<td>-</td>
<td>9,200</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>2,246,286</td>
</tr>
<tr>
<td>Temporary Assistance for Needy Families - CallWorks Program and Staff Development</td>
<td>93.558</td>
<td>--</td>
<td>-</td>
<td>14,202,134</td>
<td></td>
</tr>
<tr>
<td>CALWIN</td>
<td>93.558</td>
<td>--</td>
<td>-</td>
<td>336,886</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>14,539,020</td>
</tr>
<tr>
<td>RCA Refugee Assistance</td>
<td></td>
<td>93.566</td>
<td>--</td>
<td>-</td>
<td>1,724</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>1,724</td>
</tr>
<tr>
<td>Foster Care - Title IV-E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Child Care Bridge</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>10,558</td>
<td></td>
</tr>
<tr>
<td>Foster Care - Assistance</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>1,250,568</td>
<td></td>
</tr>
<tr>
<td>Foster Care - Title IV-E - AB2129</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>57,056</td>
<td></td>
</tr>
<tr>
<td>Case Record Review</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>121,174</td>
<td></td>
</tr>
<tr>
<td>Child Welfare Services - CWS Title IV-E &amp; Staff Development</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>596,605</td>
<td></td>
</tr>
<tr>
<td>Foster Parent Recruitment Retention and Support</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>104,431</td>
<td></td>
</tr>
<tr>
<td>Foster Care - Licensing Foster Family &amp; Staff Development</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>20,565</td>
<td></td>
</tr>
<tr>
<td>Foster Care - Title IV-E - Administration &amp; Staff Development</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>156,411</td>
<td></td>
</tr>
<tr>
<td>Foster Care - Kinship &amp; Foster Care Emergency Fund</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>4,572</td>
<td></td>
</tr>
<tr>
<td>Probation - POCCR - CWS IV-E (Pass Through)</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>38,094</td>
<td></td>
</tr>
<tr>
<td>Probation - CWS - IV-E &amp; GHMV (Pass Through)</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>429,205</td>
<td></td>
</tr>
<tr>
<td>Probation - CWS - OIP (Pass Through)</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>806</td>
<td></td>
</tr>
<tr>
<td>Child Welfare Services - Group Home Monthly Visits</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>14,511</td>
<td></td>
</tr>
<tr>
<td>Substance Abuse Disorder</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>24,862</td>
<td></td>
</tr>
<tr>
<td>Foster Care - EA - FC Emergency Assistance</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>279,982</td>
<td></td>
</tr>
<tr>
<td>Resource Family Support</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>266,121</td>
<td></td>
</tr>
<tr>
<td>Child Family Team</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>16,260</td>
<td></td>
</tr>
<tr>
<td>SACWIS - CWS - NS</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>2,691</td>
<td></td>
</tr>
<tr>
<td>Public Agency IV-E Pass-Through (SCCOE)</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>258,058</td>
<td></td>
</tr>
<tr>
<td>Passed through California Department of Social Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Preservation - DHS Title XIX</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>79,689</td>
<td></td>
</tr>
<tr>
<td>Child Welfare Services - CWS Title IV-E (DHS Title XIX)</td>
<td>93.658</td>
<td>--</td>
<td>-</td>
<td>4,248,457</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,328,146</td>
</tr>
<tr>
<td>Adoption Assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adoption Assistance - Assistance</td>
<td>93.659</td>
<td>--</td>
<td>-</td>
<td>3,780,627</td>
<td></td>
</tr>
<tr>
<td>Adoption Assistance - Other Public Assistance &amp; Staff Development</td>
<td>93.659</td>
<td>--</td>
<td>-</td>
<td>164,648</td>
<td></td>
</tr>
<tr>
<td>Adoption Assistance - Social Services &amp; Staff Development</td>
<td>93.659</td>
<td>--</td>
<td>-</td>
<td>168,499</td>
<td></td>
</tr>
<tr>
<td>Adoption Incentive</td>
<td>93.659</td>
<td>--</td>
<td>-</td>
<td>28,429</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,142,203</td>
</tr>
<tr>
<td>Child Welfare Services - Title XX</td>
<td>93.667</td>
<td>--</td>
<td>-</td>
<td>157,986</td>
<td></td>
</tr>
<tr>
<td>Title XX-FC</td>
<td>93.667</td>
<td>--</td>
<td>-</td>
<td>39,131</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>197,117</td>
</tr>
<tr>
<td>Promoting Safe and Stable Families - PSSF &amp; Staff Development</td>
<td></td>
<td>93.556</td>
<td>--</td>
<td>-</td>
<td>154,881</td>
</tr>
<tr>
<td>Promoting Safe and Stable Families - PSSF Case Worker Visits</td>
<td>93.556</td>
<td>--</td>
<td>-</td>
<td>14,885</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>169,766</td>
</tr>
<tr>
<td>Child Welfare Services - Title IV-B &amp; Staff Development</td>
<td>93.645</td>
<td>--</td>
<td>-</td>
<td>147,198</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>147,198</td>
</tr>
<tr>
<td>Independent Living Program &amp; Staff Development</td>
<td>93.674</td>
<td>--</td>
<td>-</td>
<td>60,378</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60,378</td>
</tr>
<tr>
<td>Passed through California Department of Child Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Support Enforcement - Santa Cruz County</td>
<td>93.563</td>
<td>--</td>
<td>-</td>
<td>4,463,638</td>
<td></td>
</tr>
<tr>
<td>Child Support Enforcement - San Benito County</td>
<td>93.563</td>
<td>--</td>
<td>-</td>
<td>1,076,320</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,539,958</td>
</tr>
<tr>
<td>Passed through California Department of Alcohol and Drug Programs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Substance Abuse Prevention and Treatment Block Grant</td>
<td></td>
<td>93.959</td>
<td>94161</td>
<td>1,606,978</td>
<td>2,234,108</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,606,978</td>
</tr>
</tbody>
</table>

See accompanying notes to the Schedule of Expenditures of Federal Awards.
## U.S. Department of Health and Human Services

<table>
<thead>
<tr>
<th>Program Title</th>
<th>Federal CFDA Number</th>
<th>Contract or Program Number</th>
<th>Passed Through to Subrecipients</th>
<th>Total Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Protective Services-Title XIX &amp; Staff Development</td>
<td>93.569</td>
<td>--</td>
<td>-</td>
<td>775,968</td>
</tr>
<tr>
<td>In Home Support Services - Title XIX &amp; Staff Development</td>
<td>93.778</td>
<td>--</td>
<td>-</td>
<td>2,967,816</td>
</tr>
<tr>
<td>MEDI CAL 50% &amp; Staff Development</td>
<td>93.778</td>
<td>--</td>
<td>-</td>
<td>18,662,478</td>
</tr>
<tr>
<td>Medical Outreach</td>
<td>93.778</td>
<td>--</td>
<td>-</td>
<td>20,623</td>
</tr>
<tr>
<td>Passed through California Department of Social Services</td>
<td>93.778</td>
<td>--</td>
<td>-</td>
<td>1,296,903</td>
</tr>
<tr>
<td>Medical Assistance Program</td>
<td>93.778</td>
<td>--</td>
<td>-</td>
<td>1,823,806</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>25,534,989</td>
</tr>
<tr>
<td>Passed through the California Department of Mental Health</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Projects for Assistance in Transition from Homelessness (PATH)</td>
<td>93.150</td>
<td>68-0317191</td>
<td>41,071</td>
<td>41,071</td>
</tr>
<tr>
<td>Substance Abuse &amp; Mental Health Services Administration (SAMHSA)</td>
<td>93.958</td>
<td>SM010005-17</td>
<td>22,376</td>
<td>274,972</td>
</tr>
<tr>
<td>Passed through the California Department of Public Health</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>California Personal Responsibilities</td>
<td>93.092</td>
<td>15-10320</td>
<td>-</td>
<td>69,441</td>
</tr>
<tr>
<td>Tuberculosis Prevention and Control</td>
<td>93.116</td>
<td>5NU52PS0004656</td>
<td>-</td>
<td>25,510</td>
</tr>
<tr>
<td>Immunization Assistance</td>
<td>93.268</td>
<td>17-10072</td>
<td>-</td>
<td>246,353</td>
</tr>
<tr>
<td>Emergency Preparedness</td>
<td>93.283</td>
<td>EPO CDC 07-44</td>
<td>-</td>
<td>376,878</td>
</tr>
<tr>
<td>HIV Care Program</td>
<td>93.917</td>
<td>15-11077</td>
<td>90,849</td>
<td>182,823</td>
</tr>
<tr>
<td>Federal Maternal &amp; Child Health Basic Grant</td>
<td>93.994</td>
<td>20174</td>
<td>-</td>
<td>185,338</td>
</tr>
<tr>
<td>Total U.S. Department of Health and Human Services</td>
<td></td>
<td></td>
<td></td>
<td>1,913,053</td>
</tr>
</tbody>
</table>

## U.S. Department of Homeland Security

<table>
<thead>
<tr>
<th>Program Title</th>
<th>Federal CFDA Number</th>
<th>Contract or Program Number</th>
<th>Passed Through to Subrecipients</th>
<th>Total Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>181,218</td>
</tr>
<tr>
<td>Passed through California Emergency Management Agency</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Assistance Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disaster Grant - 2017 Storm Disaster Recovery</td>
<td>97.036</td>
<td>--</td>
<td>-</td>
<td>21,668</td>
</tr>
<tr>
<td>Disaster Grant - FEMA - General County</td>
<td>97.036</td>
<td>087-00000</td>
<td>-</td>
<td>1,481,275</td>
</tr>
<tr>
<td>Disaster Grant - FEMA - PSDMD</td>
<td>97.036</td>
<td>087-91003</td>
<td>-</td>
<td>122,085</td>
</tr>
<tr>
<td>Disaster Grant - FEMA - CSA’S</td>
<td>97.036</td>
<td>087-91052</td>
<td>-</td>
<td>214,363</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>1,536,991</td>
</tr>
<tr>
<td>Hazard Mitigation Grant - Rio Del Mar Flats Storm Damage Improvement Project</td>
<td>97.039</td>
<td>DR-1968-HPMG</td>
<td>-</td>
<td>211,577</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>211,577</td>
</tr>
<tr>
<td>Passed through Bay Area UASI Approval Authority</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urban Area Security Initiative Grant</td>
<td>97.067</td>
<td>2016-0102</td>
<td>-</td>
<td>121,852</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>121,852</td>
</tr>
<tr>
<td>Total U.S. Department of Homeland Security</td>
<td></td>
<td></td>
<td></td>
<td>2,354,038</td>
</tr>
</tbody>
</table>

## Total Expenditures of Federal Awards Excluding Loans

- Total Federal Expenditures: $92,786,747
- Total Expenditures: $3,747,569

See accompanying notes to the Schedule of Expenditures of Federal Awards.
### COUNTY OF SANTA CRUZ
### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
### FOR THE YEAR ENDED JUNE 30, 2018

<table>
<thead>
<tr>
<th>Federal Grantor/Program Title</th>
<th>Federal CFDA Number</th>
<th>Contract or Program Number</th>
<th>Passed Through to Subrecipients</th>
<th>Total Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Department of Housing and Urban Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Development Block Grant</td>
<td>14.228</td>
<td></td>
<td>$224,052</td>
<td></td>
</tr>
<tr>
<td>Home Investment Partnerships Program</td>
<td>14.239</td>
<td></td>
<td>1,820,169</td>
<td></td>
</tr>
<tr>
<td>U.S. Environmental Protection Agency</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed through California Environmental Protection Agency</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Water Resource Control Board</td>
<td>66.458</td>
<td></td>
<td>797,433</td>
<td></td>
</tr>
</tbody>
</table>

**Federal Loan Balances With a Continuing Compliance Requirement**

<table>
<thead>
<tr>
<th>Federal Grantor/Program Title</th>
<th>Federal CFDA Number</th>
<th>Contract or Program Number</th>
<th>Passed Through to Subrecipients</th>
<th>Total Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Department of Housing and Urban Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Development Block Grant</td>
<td>14.228</td>
<td></td>
<td>$224,052</td>
<td></td>
</tr>
<tr>
<td>Home Investment Partnerships Program</td>
<td>14.239</td>
<td></td>
<td>1,820,169</td>
<td></td>
</tr>
<tr>
<td>U.S. Environmental Protection Agency</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed through California Environmental Protection Agency</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Water Resource Control Board</td>
<td>66.458</td>
<td></td>
<td>797,433</td>
<td></td>
</tr>
</tbody>
</table>

**Federal Loan Balances with a Continuing Compliance Requirement**

| | | | | |
| | | | $2,841,654 | |

**Total Expenditures of Federal Awards Including Loans**

| | | | | $95,608,401 | |

See accompanying notes to the Schedule of Expenditures of Federal Awards.
NOTE 1 – REPORTING ENTITY

The County of Santa Cruz (County) was established by an act of the State Legislature of California in 1850 and is governed by a five-member elected Board of Supervisors (Board). The Board is responsible for the legislative and executive control of the County. The County provides various services on a countywide basis including law and justice, education, detention, social, health, hospital, fire protection, road construction, road maintenance, transportation, park and recreation facilities, elections and records, communications, planning, zoning, and tax collection.

The financial reporting entity consists of: (1) the County; (2) organizations for which the County is financially accountable; and (3) organizations for which the nature and significance of their relationship with the County are such that exclusion would cause the County’s financial statements to be misleading or incomplete. The following entities are component units of the County:

- Blended Component Units
  - Santa Cruz Flood Control and Water Conservation District – Zone 7
  - Santa Cruz County Public Financing Authority

- Discretely Presented Component Unit
  - Santa Cruz County Sanitation District

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

Consistent with the County’s method of filing federal financial reports, the accompanying schedule of expenditures of federal awards is presented using the modified accrual basis of accounting.

A. Basis of Accounting

Funds received under the various grant programs have been recorded within the general, special revenue, and enterprise funds of the County. The County utilizes the modified accrual basis of accounting for the general fund and special revenue funds. The accrual basis of accounting is used for the enterprise funds. The accompanying Schedule of Expenditures of Federal Awards (Schedule) is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

B. Schedule of Expenditures of Federal Awards

The accompanying Schedule presents the activity of all Federal financial assistance programs of the County. Federal financial assistance received directly from Federal agencies as well as Federal financial assistance passed through from the State of California is included in the Schedule. The Schedule was prepared only from the accounts of various grant programs and, therefore, does not present the financial position or results of operations of the County.

C. Indirect Cost Rate

The County has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.
NOTE 3 – SUBRECIPIENTS

Of the federal expenditures presented in the Schedule, the County provided federal awards to subrecipients as follows:

<table>
<thead>
<tr>
<th>Name of Program</th>
<th>CFDA No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nutrition Education and Obesity</td>
<td>10.561</td>
<td>$3,890</td>
</tr>
<tr>
<td>HUD Youth Homelessness Demonstration Program</td>
<td>14.276</td>
<td>17,840</td>
</tr>
<tr>
<td>Community Development Block Grant</td>
<td>14.228</td>
<td>215,502</td>
</tr>
<tr>
<td>Homeless Action Partnership</td>
<td>14.267</td>
<td>75,000</td>
</tr>
<tr>
<td>WIOA Adult Activities - Goodwill Central Coast</td>
<td>17.258</td>
<td>323,969</td>
</tr>
<tr>
<td>WIA Youth Activities - Santa Cruz County Office of Education</td>
<td>17.259</td>
<td>813,189</td>
</tr>
<tr>
<td>WIOA Dislocated Worker activities- Goodwill Central Coast</td>
<td>17.278</td>
<td>323,380</td>
</tr>
<tr>
<td>WIOA Rapid Response activities- Goodwill Central Coast</td>
<td>17.278</td>
<td>12,284</td>
</tr>
<tr>
<td>Santa Cruz County Collaborative</td>
<td>20.600</td>
<td>31,630</td>
</tr>
<tr>
<td>National Priority Safety Programs</td>
<td>20.608</td>
<td>17,832</td>
</tr>
<tr>
<td>Projects for Assistance in Transition from Homelessness (PATH)</td>
<td>93.150</td>
<td>41,071</td>
</tr>
<tr>
<td>Health Center Clusters</td>
<td>93.224</td>
<td>69,997</td>
</tr>
<tr>
<td>Drug Free Communities</td>
<td>93.276</td>
<td>31,665</td>
</tr>
<tr>
<td>Medical Assistance Program (MAA)</td>
<td>93.778</td>
<td>50,117</td>
</tr>
<tr>
<td>HIV Care Program</td>
<td>93.917</td>
<td>90,849</td>
</tr>
<tr>
<td>Block Grant for Community Mental Health Services (SAMHSA)</td>
<td>93.958</td>
<td>22,376</td>
</tr>
<tr>
<td>Block Grant for Prevention and Treatment of Substance Abuse (SAPT)</td>
<td>93.959</td>
<td>1,606,978</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$3,747,569</strong></td>
</tr>
</tbody>
</table>

NOTE 4 – PASS-THROUGH ENTITIES’ IDENTIFYING NUMBERS

When federal awards were received from a pass-through entity, the Schedule shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the County determined that no identifying number is assigned for the program or the County was unable to obtain an identifying number from the pass-through entity.

NOTE 5 – LOANS OUTSTANDING

The following programs had federally-funded loans outstanding at June 30, 2018:

<table>
<thead>
<tr>
<th>CFDA No.</th>
<th>Federal Grantor</th>
<th>County Department Administering Loans</th>
<th>Outstanding Balance at June 30, 2018</th>
<th>Outstanding Balance at June 30, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.228</td>
<td>Community Development Block Grant (CDBG)</td>
<td>Planning</td>
<td>$224,052</td>
<td>$237,386</td>
</tr>
<tr>
<td>14.239</td>
<td>Home Investment Partnerships Program (HOME)</td>
<td>Planning</td>
<td>1,820,169</td>
<td>1,820,169</td>
</tr>
<tr>
<td>66.458</td>
<td>State Water Resource Control Board (SWRCB)</td>
<td>Public Works</td>
<td>797,433</td>
<td>844,362</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>$2,841,654</strong></td>
<td><strong>$2,901,917</strong></td>
</tr>
</tbody>
</table>
## SECTION I – SUMMARY OF AUDITOR’S RESULTS

### Financial Statements:

- **Type of auditor’s report issued**: Unmodified

#### Internal control over financial reporting:

- Material weakness(es) identified? ___ yes ___ no
- Significant deficiencies identified not considered to be material weaknesses? ___ yes ___ no
- Noncompliance material to financial statements noted? ___ yes ___ no

### Federal Awards:

- **Type of auditor’s report issued on compliance for major programs**: Unmodified

#### Internal control over major programs:

- Material weakness(es) identified? ___ yes ___ no
- Significant deficiencies identified not considered to be material weaknesses? ___ yes ___ no

#### Identification of major programs:

<table>
<thead>
<tr>
<th>CFDA Number(s)</th>
<th>Name of Federal Program or Cluster</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.258/17.259/17.278</td>
<td>Workforce Innovation and Opportunity Act Cluster</td>
</tr>
<tr>
<td>93.558</td>
<td>Temporary Assistance for Needy Families</td>
</tr>
<tr>
<td>93.659</td>
<td>Adoption Assistance - Title IV-E</td>
</tr>
<tr>
<td>93.959</td>
<td>Block Grants for Prevention and Treatment of Substance Abuse</td>
</tr>
</tbody>
</table>

- **Dollar threshold used to distinguish between Type A and Type B programs**: $ 2,868,252

- **Auditee qualified as low-risk auditee?**: ___ yes ___ no
SECTION II – FINANCIAL STATEMENT FINDINGS

Finding 2018-001 – Accounts Payable Accruals (Significant Deficiency)

Criteria

In accordance with Government Auditing Standards, internal controls should be suitably designed over the financial reporting process to ensure ending account balances are materially correct.

Condition

During our search for unrecorded liabilities testing, we noted 4 out of 72 samples were not properly accrued; 2 should have been fully accrued and 2 should have been partially accrued as of yearend. We determined the amounts for 3 out of the 4 exceptions were material. Per discussion with the client, the 2 that should have been fully accrued were missed, and the 2 that should have been partially accrued were not recorded because they were deemed immaterial based on judgement. We noted there were no policies or procedures in place for determining materiality.

Cause of Condition

Lack of written policies & procedures on determining materiality thresholds used in the accrual process.

Effect or Possible Effect of Condition

Accounts payable and expenses may be understated.

Recommendation

We recommend the County develop policies & procedures on determining reasonable materiality thresholds to use when determining amounts to accrue at yearend.

Management Response and Corrective Action Plan

See separate corrective action plan provided by management.

Finding 2018-002 – Property Tax Homeowner’s Exemption Records (Other Matter)

Criteria

Homeowner’s exemption forms should be retained for a period of 7 years after the termination date per the County’s retention policy.

Condition

For 3 out of the 10 samples we tested for property taxes, the County was not able to provide a copy of the homeowner’s exemption form. These forms are generally filed only once and are active until the property changes ownership or the homeowner no longer lives there. All three claims were terminated between 2015-2016, of which a copy should have been retained for a period of 7 years after the termination dates. We were informed by the Assessor’s department of an instance where a former employee misunderstood the retention requirements and inadvertently destroyed some active claims filed prior to 2002 (all three claims were filed prior to this date). The County made an effort to identify any active claims to ask that a new form be filed, however the 3 samples were missed and terminated thereafter, so that never happened.

Cause of Condition

Lack of training to staff responsible for the destruction of records.
Effect or Possible Effect of Condition

The County is not in compliance with its own retention policy as it relates to property tax records. In addition, the California State Board of Equalization requires the Assessor maintain homeowner’s exemption records in case of inspection by state auditors.

Recommendation

We recommend that the County provide adequate training to staff responsible for the destruction of records on the County’s current retention policies and procedures. We further recommend, if resources allow for it, the County’s internal audit test of a sample of properties with homeowner’s exemptions filed prior to 2002, to verify there is either a homeowner’s exemption form on file, or a new form was properly obtained for any active claims destroyed during the instance noted above.

Management Response and Corrective Action Plan

See separate corrective action plan provided by management.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Finding 2018-003 – Subrecipient Monitoring (Significant Deficiency)

Program: Block Grants for Prevention and Treatment of Substance Abuse
CFDA No.: 93.959
Federal Agency: U.S. Department of Health and Human Services
Passed Through: State of California Department of Health Care Services/State of California Department of Alcohol and Drug Programs
Award Year: Fiscal Year 2017-2018
Compliance Requirement: Subrecipient Monitoring
Questioned Costs: None

Criteria

Title 2 U.S. Code of Federal Regulations section 200.331 states a pass-through entity (the County) with subrecipients is required to evaluate each subrecipient’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. Depending upon the pass-through entity’s assessment of risk posed by the subrecipient, the entity must develop techniques/tools to ensure proper accountability and compliance with program requirements and achievement of performance goals by the subrecipient. In addition, the County is required to verify that every subrecipient is audited that expends federal awards during the respective fiscal year equal to or greater than thresholds set forth in the Uniform Guidance.

Condition

For 1 out of 3 subrecipients selected for testing, there were no monitoring procedures performed by the County’s Health Services Agency (HSA). In addition, the HSA did not verify if the subrecipient was expected to be audited as required by the Uniform Guidance.

Cause of Condition

Monitoring of the subrecipient was not assigned due to personnel changes, and it was delayed because of internal dispute over responsibility.

Effect or Possible Effect of Condition

There is increased risk of noncompliance with the subrecipient monitoring requirement as set forth in the OMB Compliance Supplement, which can jeopardize future federal funding as well as result in the payback of federal awards.
Repeat Finding

No.

Recommendation

We recommend management of the HSA implement policies and procedures on how to re-delegate subrecipient monitoring activities during periods of transition with employees. Said policies and procedures should require new employees that are taking on monitoring duties receive proper and adequate training.

Management Response and Corrective Action Plan

See separate corrective action plan provided by management.
COUNTY OF SANTA CRUZ
STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2018

None.
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Auditor-Controller-Treasurer-Tax Collector
(831) 454-2500
Subject: 2018 Annual Report on Applications for Tax Penalty Relief
Meeting Date: January 29, 2019

Recommended Action(s):
Accept and file the 2018 Annual Report on Applications for Tax Penalty Relief.

Executive Summary
Pursuant to the Santa Cruz County Policies and Procedures Manual Section VII 1000, this report to your Board provides statistical information on the 2018 calendar year tax penalty relief activity.

Background
A taxpayer has the opportunity to request a cancellation (waiver) of interest and/or penalties, costs and fees (IPCF) that have attached to their taxes due to being delinquent and/or defaulted. The cancellation of IPCF is set forth in California State Revenue & Taxation (R & T) Code. The relevant R&T code for the cancellation of IPCF is noted below:

4985.2. Any penalty, costs, or other charges resulting from tax delinquency may be canceled by the auditor or the tax collector upon a finding of any of the following: (a) Failure to make a timely payment is due to reasonable cause and circumstances beyond the taxpayer’s control, and occurred notwithstanding the exercise of ordinary care in the absence of willful neglect, provided the principal payment for the proper amount of the tax due is made no later than June 30 of the fourth fiscal year following the fiscal year in which the tax became delinquent. (b) There was an inadvertent error in the amount of payment made by the taxpayer, provided the principal payment for the proper amount of the tax due is made within 10 days after the notice of shortage is mailed by the tax collector. (c) The cancellation was ordered by a local, state, or federal court.

Analysis
During the calendar year 2018 the Treasurer-Tax Collector received 192 Tax Penalty Cancellation Request forms, requesting waivers of $161,776.89 in penalties, interest, cost and fees. Of the 192 requests, 108 were granted (40%) and 84 were declined. This resulted in a total of $65,260.77 in penalties, interest, cost and fees being waived and $85,516.12 being declined.

By comparison, in 2017, 325 Tax Penalty Cancellation Request forms were received of which 203 were granted (62%) and 122 were declined.
The Treasurer-Tax Collector has recently implemented “Property Tax E-Notifications”. These email notifications remind owners that Property Tax bills will be due soon and have assisted in more owners meeting their payment deadlines. If requested, these emails can also be sent to additional people, such as family members who may be assisting with elder care bill paying.

**Financial Impact**
Penalties, interest, cost and fees related to Secured Property Tax in the amount of $65,260.77 were waived during calendar year 2018. No property taxes were waived. The 2017-18 and 2018-19 budgets include estimated amounts for these revenue types. The actual amounts to be received during the fiscal year are unknown and are budgeted for conservatively.

**Strategic Plan Element(s)**
6a County Operational Excellence - Customer Experience
This report of monthly investment transactions addresses the Strategic Plan Element goal by providing County investment information to the public for full transparency.

**Submitted by:**
Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector

**Recommended by:**
Carlos J. Palacios, County Administrative Officer
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Auditor-Controller-Treasurer-Tax Collector
(831) 454-2500
Subject: Brink's armored transportation services
Meeting Date: January 29, 2019

Recommended Action(s):
Authorize the Treasurer-Tax Collector to sign the services agreement between Brink's U.S., a Division of Brink's, Incorporated and the County of Santa Cruz, and related statement of work for armored transportation services in the amount of approximately $24,500 in total for a three-year term.

Executive Summary
This services agreement with Brink’s is for daily armored transportation services needed to deliver County daily deposits to the County’s new bank depository vault. Although the financial impact of this agreement falls below the threshold for a contract requiring approval of your Board, we are requesting your Board’s approval for this services agreement as its terms differ from the terms of the County’s standard Independent Contractor’s Agreement.

Background
The County of Santa Cruz recently transitioned to a new bank. During the implementation process, the Treasurer-Tax Collector determined that using Brink’s for armored transportations services would result in cost savings and increased efficiency and service.

Analysis
This letter requests your Board’s approval to enter into an agreement with Brink's U.S., a Division of Brink's, for daily armored transportation services. Transitioning from our current armored transportation services provider to Brink’s will improve efficiency and service.

Financial Impact
• Approximately $3,850 in fiscal year 2018-2019, budgeted in 732000/62310
• Approximately $8,800 in fiscal year 2019-2020, to be budgeted in 732000/62310
• Approximately $8,800 in fiscal year 2020-2021, to be budgeted in 732000/62310
• Approximately $5,500 in fiscal year 2021-2022, to be budgeted in 732000/62310. If the contract is renewed, the amount would be approximately $8,800 for fiscal year 2021-2022 until contract termination.

The cost includes the fees for service requiring transportation and an estimate of the applicable fuel surcharge.
Strategic Plan Element(s)
6.D (Operational Excellence: Continuous Improvement) - The agenda item addresses this goal by improving the efficiency and service of the County’s armored transportation services provider.

Submitted by:
Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:

a \ADM29 - 19C4357 - Brink's Inc.
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Treas/Tax - Treasury and BRINK'S INCORPORATED.

The agreement will provide TTC ARMORED CAR TRANSPORTATION SERVICE

Period of agreement is from 2/19/2019 to 6/30/2019.

Anticipated Cost is $3,850.00.

Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>Account/Description</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Extd Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GL 732000 - 62310 / JL - TTC ARMORED CAR TRANSPORTATION SERVICE</td>
<td>1</td>
<td>EA</td>
<td>$3,850.00</td>
<td>$3,850.00</td>
</tr>
</tbody>
</table>

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

---

**Workflow Approval History**

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/10/19 15:00:48 AUD024</td>
<td>Laura Bowers</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>01/10/19 16:50:21 AUD079</td>
<td>Edith Driscoll</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>CAO029</td>
<td>Christina Mowrey</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Future</td>
<td></td>
</tr>
</tbody>
</table>

************************************************************************************************

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD

************************************************************************************************
Recommended Actions

1) Approve the transfer of appropriations in the amount of $8,000 within the General Services Building Equipment Maintenance Budget; and

2) Approve the purchase of a new air conditioning unit for the Blaine Street Facility.

Executive Summary

The General Services Department is requesting the Board's approval to purchase and install a new air conditioning unit at the Blaine Street facility. Funding for this purchase will come from a transfer of appropriations within the General Services Building Equipment Maintenance Division.

Background

In May 2017 the Blaine Street Minimum Security Facility was closed and women were temporarily housed at the Medium Security Rountree Facility in Watsonville. This change would provide a less restrictive environment and a variety of programming. Unfortunately this closure caused overcrowding at the Main Jail. As a result, the facility was reopened in March 2018 after upgrades to improve the security were completed.

The current air conditioning unit is old and beyond repair. General Services, in conjunction with the Sheriff's Office, is recommending the replacement of this unit.

Analysis

Now that the Blaine Street Facility has been reopened and is providing services and programs, it is critical to repair or replace the aging equipment.

Financial Impact

Existing General Fund appropriations within Maintenance-Building Equipment-Services GL Key/Object: 333300/61715 will be transferred to fixed assets GL Key/Object: 333300/86204.

Strategic Plan Element(s)

6.C (Operational Excellence: County Infrastructure) The installation of a new air conditioning unit supports the County Strategic plan to responsibly maintain its equipment.
Submitted by:
Michael Beaton, Director

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:

a   AUD-74 General Services
COUNTY OF SANTA CRUZ
REQUEST FOR TRANSFER OR REVISION
OF BUDGET APPROPRIATIONS AND / OR FUNDS

Department: General Services Date: January 29, 2019

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending - June 30, 2019

<table>
<thead>
<tr>
<th>GL Key</th>
<th>Object</th>
<th>JL Key</th>
<th>JL Object</th>
<th>Amount</th>
<th>Account Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>333300</td>
<td>86204</td>
<td></td>
<td></td>
<td>8,000</td>
<td>Equipment</td>
</tr>
<tr>
<td>333300</td>
<td>61715</td>
<td></td>
<td></td>
<td>8,000</td>
<td>Maint., equipment</td>
</tr>
</tbody>
</table>

Explanation:

Transfer of appropriations for purchase of new AC unit for Blaine St. Facility

Name __________________________ Title Director __________________________

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by __________________________ Deputy __________________________ Date 1/9/19

County Administrative Officer's Action: ( ) Recommended to Board ( ) Approved ( ) Not Recommended or Approved

County Administrative Officer __________________________ Date __________________________

State of California ) ss. County of Santa Cruz

As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on ______________ Day of January 20___ By __________________________ Deputy Clerk __________________________

(A-C) *

Distribution:
White-Board of Supervisors
Yellow-Auditor-Controller
AUD74 (Rev10/15)

Budget Trans Item No. A-C Review

Packet Pg. 182
Recommended Action(s):
Award a contract for the administration, record keeping, education and investment management services for the County’s 457 Deferred Compensation Plan to ICMA-RC

Executive Summary
The County’s Deferred Compensation Advisory Commission has completed an RFP process for record-keeping and third party administrative services for the County’s 457 Deferred Compensation Plan. The result of the RFP is a recommended contract with ICMA-RC.

Background
The County’s current contract with ICMA-RC as record-keeper and plan administrator is set to expire on January 31, 2019. The Deferred Compensation Advisory Commission (Commission) initiated a contract procurement process for record-keeping and administrative services related to the County’s 457 Deferred Compensation program. Participation in the County’s 457 Deferred Compensation plan is up 22.5% since 2013 as total assets are currently over $174 million. With the pending expiration of the current third-party administrator, the Deferred Compensation Commission, with technical assistance from Hyas Group, LLC., developed an RFP for such services based on the Commission’s goals, objectives and service needs.

The Commission, with Board approval, issued a Request for Proposals on April 10, 2018. Six proposals were received, and the Commission selected four finalists. The four finalists made presentations to the Commission on July 11, 2018.

After reviewing the proposals and presentations, the Commission voted to recommend that the Board award the contract to ICMA-RC. The Commission’s decision was unanimous.

Analysis
ICMA-RC (International City and County Managers Association-Retirement Corporation) has administered deferred compensation plans since 1972. They currently are the record-keeper for the Cities of Capitola, Monterey, Salinas, and San Jose, and for the County of Santa Clara. ICMA-RC is a non-profit corporation and investment adviser registered with the Securities and Exchange Commission under the Investment
Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

The Commission found the ICMA-RC proposal to be a cost effective program with high quality services and an excellent fund line-up. The recommended contract reduces the third-party administrative fee from 0.04% to 0.03% of all assets under management, which is a savings that is ultimately passed along to 457 plan participants. This contract will be for a term between February 1, 2019 to January 31, 2026.

ICMA-RC will continue to provide participant support, education and assistance onsite throughout the contract term. These services include individual meetings with participants, educational seminars, and low cost full personal financial assessments and planning. The Commission is committed to partnering with ICMA-RC throughout the term of the contract on innovative strategies to increase contributions and participation such as auto-enrollment, real-time online contribution changes and updating the web and mobile account portal for participants.

**Financial Impact**
The fees for third-party administrator services are funded by charges to plan participants and have no impact on any County funds. The proposed contract is a favorable reduction in record-keeping and third-party administrative costs. These cost savings are passed along to plan participants.

**Strategic Plan Element(s)**
6.B County Workforce

Offering a robust 457 Deferred Compensation Plan with low participation fees demonstrates the County’s commitment to our employee’s financial and retirement well-being.

**Submitted by:**
Carlos J. Palacios, County Administrative Officer

**Recommended by:**
Carlos J. Palacios, County Administrative Officer

**Attachments:**
a  Contract 19C4356 ICMA-RC
b  ADM29 - 19C4356
INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and International City Management Association Retirement Corporation ("ICMA-RC"), hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: administer the Deferred Compensation Plan for the County of Santa Cruz (hereinafter "the project") as set forth in the Administrative Services Agreement ("ASA") attached hereto as Exhibit A.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as set forth in Section 7 of the ASA.

3. TERM. The term of this Contract shall be: February 1, 2019 through January 31, 2026. If this Contract is placed on the County’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. EARLY TERMINATION. COUNTY may terminate this Contract as provided in Sections 10 and 11 of the ASA.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

   A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

   B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents ("Personnel") engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

   C. Notwithstanding the foregoing, CONTRACTOR’s obligation to exonerate, indemnify and hold harmless COUNTY’s personnel shall not extend to such personnel acting in their capacities as holders of an account administered by ICMA-RC.

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR’S insurance coverage and shall not contribute to it. If CONTRACTOR
normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors to provide custom services unique to County in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here ______ / ____.

A. Types of Insurance and Minimum Limits

(1) Workers’ Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here ___________.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ______ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of $1,000,000 per occurrence, and $2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of $____________ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with
such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

Santa Cruz County
Personnel Department
Attn: Enrique Sahagun, Risk Manager
701 Ocean Street, Room 510
Santa Cruz, CA. 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County
Personnel Department
Attn: Enrique Sahagun, Risk Manager
701 Ocean Street, Room 510
Santa Cruz, CA. 95060

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR within the state of California, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services for the services provided under this Agreement. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any unique work custom to County covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.
9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all applicable reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract for those records customarily maintained that pertain directly to services delivered to COUNTY, and such records may be maintained solely in electronic means or may be maintained outside of the County of Santa Cruz.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

   - Exhibit A – Administrative Services Agreement

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_________

   If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

   CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

16. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.
SIGNATURE PAGE

Contract No. 19C4356

INDEPENDENT CONTRACTOR AGREEMENT
( STANDARD)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. INTERNATIONAL CITY MANAGEMENT 4. COUNTY OF SANTA CRUZ
ASSOCIATION RETIREMENT CORPORATION

By: ________________________ By: ________________________

__________________________ ________________________
Erica McFarquhar, Assistant Secretary PRINTED PRINTED

Company Name: ________________________

Address: ________________________

__________________________
Telephone: ________________________

Fax: ________________________

Email: ________________________

3. APPROVED AS TO INSURANCE: 1. APPROVED AS TO FORM:

__________________________
Risk Management

__________________________
Office of the County Counsel

DISTRIBUTION:
  - County Administrative Office
  - Auditor-Controller-Treasurer-Tax Collector
  - Risk Management
  - Contractor

Page 6
ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

County of Santa Cruz

Type: 457

Account #: 305886
ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the day of 20, between the International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the County of Santa Cruz ("Employer"), a County organized and existing under the laws of the State of California with an office at 701 Ocean Street, Room 520, Santa Cruz, California 95061.

REQUITALS

Employer acts as public plan sponsor of a deferred compensation retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.
AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the term of this Agreement specified in Section 10, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be
allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer’s investment consultant or other designated representative.

5. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

(a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust is dependent upon the continued willingness of VantageTrust for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.

(b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

(c) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer’s plan document that differ from those in ICMA-RC’s standard plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements applicable to retirement plans for which it is unaware. ICMA-RC shall however undertake to apprise Employer of any changes to such local or state requirements of which ICMA-RC becomes aware.

Employer represents and warrants to ICMA-RC that:

(d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and
perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the "Plan Administrator" or "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

(f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class.

(g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.

(i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. **Participation in Certain Proceedings**

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment
of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

(a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by ICMA-RC, and other costs associated with the Plan as directed by the Employer. The Employer shall work with ICMA-RC to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this contract the participant fee shall be 0.10%.

(b) **Revenue Requirement.** ICMA-RC shall receive total annual aggregate revenue of 0.03% of Plan assets under ICMA-RC’s administration for providing recordkeeping and other services to the Plan. Such revenue shall be deducted by ICMA-RC from amounts collected through the application of the asset-based fee described in section 7(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account described in section 7(c) below. This revenue requirement of 0.03% will apply during any period of time in which the Plan utilizes the Vantagepoint PLUS Fund as its sole capital preservation option. The revenue requirement will be an annualized rate of 0.0735% of Plan assets during any period of time in which the Plan either removes the Vantagepoint PLUS Fund from the lineup or otherwise introduces an additional capital preservation option.

(c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 7(a) above in excess of the Revenue Requirement specified in subsection 7(b) above, if any, shall be held in an Administrative Allowance Account (that is a maintained as a Plan asset by ICMA-RC). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer.

(d) **Revenue Received From Investment Options.** Neither ICMA-RC nor the Employer shall receive recordkeeping revenue directly from investment options made available under the Plan. ICMA-RC shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 7(a) above. In the event that any Plan investment options do generate revenue from plan investments, ICMA-RC shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.

(e) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and
Plan number 305886

Payments from Third-Party Mutual Funds. Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC’s fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

(f) Redemption Fees. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund’s policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.

(g) Payment Procedures. All payments to ICMA-RC pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon (a) the Employer’s use of ICMA-RC’s EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement and (b) use of the Vantagepoint PLUS Fund of VantageTrust as the sole stable value investment option.

The compensation and payment in this Section 7 shall be effective the month following receipt at the Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement.
Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet ICMA-RC’s daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

8. Contribution Remittance

Employer understands that amounts invested through VantageTrust are to be remitted directly to VantageTrust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney’s fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC’s negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement (“Inception Date”). The term of this Agreement will commence on the Inception Date and extend seven (7) years from that date. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it is initiating withdrawal of all or part of the Plan’s assets from the Vantagepoint PLUS Fund).

If the Agreement is not renewed, ICMA-RC will provide an orderly transition of assets and records to the new record keeper. A transition letter will be provided to the Employer which outlines the process and the responsibilities of ICMA-RC after the transition of assets and records has been completed.
11. Termination

Either the Employer or ICMA-RC may terminate this Agreement for any reason upon providing one-hundred and eighty (180) calendar days written notice to the other party. Provision of such written notice of termination by Employer to ICMA-RC does not relieve the Employer of any termination requirements that may be associated with specific investment options. Employer further acknowledges and agrees that the Plan is responsible for any investment product liquidation fees, if applicable, and that neither ICMA-RC nor any of its affiliates assumes liability for any such fees.

Upon the effective date of termination of this Agreement the following shall occur:

(a) ICMA-RC will no longer accept contributions or deferrals to the Plan except by mutual agreement of the parties.

(b) ICMA-RC will:

(i) Provide Employer, or such other entity as the Employer may designate in writing, with a copy of all participant records in an electronic format as mutually agreed upon between ICMA-RC and Employer, within sixty (60) calendar days after the effective date of the termination.

(ii) Transfer any periodic distribution amounts and schedules, continuing loan repayments, or other ongoing participant transactional activity to the Employer, or such other entity as the Employer may designate in writing, in accordance with the time frame described above for the delivery of participant records.

(iii) Transfer all Plan assets under its control to the Employer or to such other entity as the Employer may designate in writing. ICMA-RC agrees to provide a final accounting of all Plan assets for which ICMA-RC provides recordkeeping.

12. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) ICMA-RC may modify this agreement by providing 60 days’ advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification. This permission shall not apply to the revenue requirement, the term of the Agreement, indemnification provisions, insurance requirements, the scope of administrative services, and/or any benchmarks which may only be amended by a written instrument signed by the parties.
(c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

14. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

**ICMA-RC:** Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240  
**Facsimile:** (202) 962-4601

**Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.
Plan number 305886

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

COUNTY OF SANTA CRUZ

By __________________________
Signature/Date

By __________________________
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By __________________________

Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:
(a) Electronically to PlanAdoptionServices@icmarc.org, or
(b) In paper form to
ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240
Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall include the following:

(a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan’s administration. Employees will enroll online or through a paper form. Employer can also enroll employees through EZLink.

(b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.

(f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access, TextAccess and through quarterly statements that can be delivered electronically through Account Access or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.

(i) Making available access to ICMA-RC’s web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at https://harper1.icmarc.org/login.jsp.

(j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and
participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

(k) Making available access to ICMA-RC’s plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at https://harper1.icmarc.org/login.jsp.

(l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.

(m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.

(n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.

(o) Guided Pathways Advisory Services – ICMA-RC’s participant advice service, “Fund Advice”, and asset allocation service, “Asset Class Guidance” may be made available through a third party vendor on the terms specified on ICMA-RC’s website.

(p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the County Admin Office and ICMA RETIREMENT CORP.

The agreement will provide Deferred Compensation Plan Administration

Period of agreement is from 2/1/2019 to 1/1/2000.

Anticipated Cost is $1.00.

Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>Account/Description</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Extd Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019</td>
<td>GL 072148 - 22000 / JL - Deferred Compensation Plan Administration</td>
<td>1</td>
<td>EA</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/16/19 12:40:38 CAO059</td>
<td>Rita Sanchez</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>01/18/19 11:17:32 CAO024</td>
<td>Melodye Serino</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>01/18/19 13:22:53 CAO062</td>
<td>Erich Friedrich</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
<td></td>
</tr>
</tbody>
</table>

CBD012 | Alicia Murillo | Deputy Clerk | Certification of BOS Approval of Contract | Pending |

******************************************************************************
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD
******************************************************************************
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Information Services Department
(831) 454-2030
Subject: Approve Contract with Various Law Enforcement Agencies
Meeting Date: January 29, 2019

Recommended Action(s):
1) Approve a revenue agreement, 19R0218, with the Scotts Valley Police Department, University of California Santa Cruz Police Department, and Capitola Police Department in the amount of $6,328.44 for a virtual private network (VPN); and

2) Authorize the Director of Information Services to sign the agreement on behalf of the County.

Executive Summary
The County of Santa Cruz Information Services Department (ISD) requests authorization to enter into a revenue agreement with the Scotts Valley Police Department, University of California Santa Cruz Police Department, and Capitola Police Department, hereinafter called The Agencies. The purpose is to provide high-speed and secure network connections enabling access to law enforcement applications hosted by the County and to submit case documentation. This will be cost-neutral to the County.

Background
The Agencies have historically connected to the main County Data Center law enforcement applications through a T1 circuit. While excellent technology in the 1990's, T1 lacks the capability required by current systems and requires replacement. ISD already has systems in place to support the required capabilities for all three agencies.

Analysis
ISD, in cooperation and in agreement with The Agencies, will provide increased network throughput (100 Mbps) to The Agencies to connect to the County through a VPN to enable information sharing across law enforcement and public safety activities. ISD will enter into a service contract with The Agencies to recover the yearly cost of the throughput increase. The result is cost-neutral to the County.

Financial Impact
Revenue to be received in Network Access (GL Key 424200) - Programming Revenue (Object 42131). The cost to perform the services of the contract are offset by the revenues resulting in a cost neutral enterprise.

Strategic Plan Element(s)
6.C (Operational Excellence: County Infrastructure) - The recommended actions serve to maximize and responsibly maintain County assets in support of community goals.

Submitted by:
Kevin Bowling, Director

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:

a. Contract 19R0218 The Agencies (eSign)
b. ADM-29 19R0218
INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Scotts Valley PD, UCSC PD and Capitola PD, hereinafter called THE AGENCIES. The parties agree as follows:

1. DUTIES. COUNTY agrees to exercise special skill to accomplish the following results:
   Provide a Point to Point VPN 100Mbps connection for THE AGENCIES (hereinafter “the Project”).

2. COMPENSATION. In consideration for COUNTY accomplishing the Project, THE AGENCIES agrees to pay COUNTY as follows:

   A. $6328.44 per year for 100Mbps bandwidth via Point to Point VPN to be paid annually in the following amounts:

   Scotts Valley PD  2,109.48
   UCSC PD     2,109.48
   Capitola PD  2,109.48

   These rates are fixed through June 30, 2019. Any subsequent rate changes will take effect on July 1 and will not exceed the Consumer Price Consolidated Metropolitan Statistical Area covering San Francisco – Oakland – San Jose Area for twelve (12) months through the March preceding the July 1 price change.

3. TERM. This Agreement shall commence when fully executed and continue until terminated by either party upon ninety (90) days written notice to the other party.

4. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. THE AGENCIES shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature arising out of the provision of maintenance services including those due to any malfunction or failure of electronic parts, units or systems, except for liability due to the sole negligence or willful misconduct of the COUNTY, its officers, agents or employees. However, such indemnification obligations shall be limited in proportion to and to the extent that such claims, demands, losses, damages, defense costs, or liability are caused by or result from the negligent acts or omissions of THE AGENCIES, and their respective employees.

5. INDEPENDENT CONTRACTOR STATUS. COUNTY and THE AGENCIES have reviewed and considered the principal test and secondary factors below and agree that COUNTY is an independent contractor and not an employee of THE AGENCIES. COUNTY is responsible for all insurance (workers’ compensation, unemployment, etc.) and all payroll related taxes. COUNTY is not entitled to any employee benefits. THE AGENCIES agree that COUNTY shall have the right to control the manner and means of accomplishing the result contracted for herein.

   PRINCIPAL TEST: COUNTY rather than THE AGENCIES has the right to control the manner and means of accomplishing the result contracted for.
SECONDARY FACTORS: (a) The extent of control which, by agreement, THE AGENCIES may exercise over the details of the work is slight rather than substantial; (b) COUNTY is engaged in a distinct occupation or business; (c) In the locality, the work to be done by COUNTY is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The COUNTY rather than THE AGENCIES supplies the instrumentalities, tools and work place; (f) The length of time for which COUNTY is engaged is of limited duration; (g) The method of payment to COUNTY is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) COUNTY and THE AGENCIES believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that COUNTY is an independent contractor.

By their signatures on this Agreement, each of the undersigned certifies that it is his or her considered judgment that the COUNTY engaged under this Agreement is in fact an independent contractor.

6. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

7. ATTACHMENTS. Should a conflict arise between the language in the body of this Agreement and any attachment to this Agreement, the language in the body of this Agreement controls. This Agreement includes the following attachments:

None

8. MISCELLANEOUS. This written Agreement, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Agreement. The parties agree that this written Agreement supersedes any previous written or oral agreements between the parties, and any modifications to this Agreement must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Agreement shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Agreement shall be governed by, and interpreted in accordance with, California law.
SIGNATURE PAGE

Contract No. _19R0218_______

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. THE AGENCIES

SCOTTS VALLEY PD

By: ____________________________

SIGNED

PRINTED

UCSC PD

By: ____________________________

SIGNED

PRINTED

CAPITOLA PD

By: ____________________________

SIGNED

PRINTED

3. COUNTY OF SANTA CRUZ

1. APPROVED AS TO FORM:

Office of the County Counsel
DISTRIBUTION:
- Information Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Scotts Valley PD
- Capitola PD
- UCSC PD
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Information Services - Technic and SCOTTS VALLEY POLICE DEPARTMENT.

The agreement will provide ICA for Point to Point VPN 100Mbps Connection.

Period of agreement is from 1/29/2019 to 1/1/1000.

Anticipated Cost is $6,328.44.
Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>Account/Description</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Ext Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019</td>
<td>GL 424200 - 42131 / JL - ICA for point to point VPN 100Mbps connection</td>
<td>1</td>
<td>EA</td>
<td>$6,328.44</td>
<td>$6,328.44</td>
</tr>
</tbody>
</table>

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/18 14:28:05</td>
<td>ISD052</td>
<td>Anna Martinez</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>12/31/18 14:42:53</td>
<td>ISD059</td>
<td>Masahiro Kamei</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Rejected</td>
</tr>
<tr>
<td>Note: Shouldn't the attachment reflect &quot;UCSC&quot; under paragraph 2A?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/18 14:56:33</td>
<td>ISD052</td>
<td>Anna Martinez</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>12/31/18 15:20:40</td>
<td>ISD059</td>
<td>Masahiro Kamei</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/17/19  9:02:24</td>
<td>CA0062</td>
<td>Erich Friedrich</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Pending</td>
<td></td>
</tr>
</tbody>
</table>

_______________________________________________________________________________________________________
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD
_______________________________________________________________________________________________________
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Board of Supervisors: First District
(831) 454-2200
Subject: Resolution in support of H.R. 530, to rescind FCC regulations related to 5G Expansion
Meeting Date: January 29, 2019

Recommended Action(s):
Adopt resolution in support of H.R. 530, to rescind Federal Communications Commission (FCC) regulations that limit local control over 5G expansion infrastructure, and direct the Clerk of the Board to distribute the resolution as indicated.

Executive Summary
Local government has significant limit on regulation for wireless facilities. Recently the FCC approved new regulations that limit local government control over new 5G facilities, including shortening the shot-clock, limiting aesthetic concerns and limiting the charges for facilities in the public right-of-way. Congresswoman Eshoo has introduced H.R. 530, which would rescind these new regulations.

Background
In 1998, Congress passed the Digital Millennium Copyright Act (DMCA), which limited the discretion of local government in the regulation and deployment of wireless facilities. Currently the County is forced to review and approve applications within a limited period of time, can’t consider any health issues with regards to the deployments, and has limited ability to change the exaction location and aesthetics of the proposed wireless facility.

Last fall, the Federal Communications Commission (FCC) approved the Streamlining Deployment of Next Generation Wireless Infrastructure Declaratory Ruling and Third Report and Order (https://docs.fcc.gov/public/attachments/DOC-353962A1.pdf). The order limits the ability of local governments to properly preserve and protect public rights-of-ways by narrowing the review process and limiting fees local governments can charge providers for the placement, construction or collation of new wireless service facilities. Specifically, the order further limits the time that counties have to review applications to 60 days to approve small cells being attached to existing structures and 90 days for erecting new poles, and limits local fees. The ruling, which went into effect January 14, also curtails local authority over public rights-of-ways for 5G wireless broadband deployment.

In response to the proposed order, the National Association of Counties (NACo) and National League of Cities (NLC) released a joint statement (https://www.naco.org/resources/counties-cities-voice-concern-over-fcc-small-cell-
ruling) in September highlighting concerns with the new regulations. Citing over 100 local governments from 22 states who filed comments prior to the FCC’s decision, NACo and NLC stated, “The FCC’s impractical actions will significantly impede local governments’ ability to serve as trustees of public property, safety and well-being. The decision will transfer significant local public resources to private companies, without securing any guarantee of public benefit in return.”

In response to the ruling, several lawsuits were filed in federal appeals courts questioning the legality of the FCC rule. Following these filings, NACo joined a letter with over 40 local governments and associations requesting the FCC issue a stay on the 5G order until the courts reach a decision. The FCC ultimately declined to issue a stay on the order.

Fortunately, Congresswoman Anna Eshoo introduced the Accelerating Wireless Broadband Development by Empowering Local Communities Act of 2019 (H.R. 530) on the same day that the new rules went into effect. Eshoo noted that “the FCC let industry write these regulations without sufficient input from local leaders. This has led to regulations that restrict cities from requiring carriers to meet the needs of communities in which they want to operate.” H.R. 530 would rescind the recent FCC order.

**Analysis**

Maintaining local control over land use decisions is a critical right to preserve. Our board has previously opposed bills that would limit or eliminate local government’s role in decisions about the placement of wireless facilities. There is a large segment of our communities who have concerns about the deployment and we should maintain local discretion about the placement of new equipment.

**Financial Impact**

Failure to rescind the recent FCC rules limits the ability of our County to charge for the deployment of wireless facilities in the public right-of-way.

**Strategic Plan Element(s)**

- Sustainable Environment: Natural Resources
- Operational Excellence: County Infrastructure

**Submitted by:**

John Leopold, First District Supervisor

**Attachments:**

a. Resolution in support of HR 530
b. HR 530_Bill Language
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO.

On the motion of
duly seconded by
the following resolution is adopted

RESOLUTION IN SUPPORT OF H.R. 530, TO RESCIND FCC
REGULATIONS RELATED TO 5G EXPANSION

WHEREAS, local government already has significant limits on its ability to
regulate the deployment of new wireless facilities; and

WHEREAS, under current federal law, the County is forced to review
and approve applications within a limited period of time; and

WHEREAS, the County can’t consider any health issues with regard to the
deployments, and has limited ability to change the exact location and aesthetics of a
proposed wireless facility; and

WHEREAS, last fall, the Federal Communications Commission (FCC) approved
the Streamlining Deployment of Next Generation Wireless Infrastructure Declaratory
Ruling and Third Report and Order; and

WHEREAS, this FCC order limits the ability of local governments to properly
preserve and protect public rights-of-way by narrowing the review process, and limiting
fees local governments can charge providers for the placement, construction or co-
location of new wireless service facilities; and

WHEREAS, the order limits the time (‘shot-clock’) that counties have to review
applications to 60 days to approve small cells being attached to existing structures, and
90 days for erecting new poles, and also limits local fees; and

WHEREAS, the National Association of Counties (NACo) and National League of
Cities (NLC) released a joint statement in September highlighting strong objections with
the new regulations; and

WHEREAS, Congresswoman Anna Eshoo has introduced the Accelerating
Wireless Broadband Development by Empowering Local Communities Act of
2019 (H.R. 530) which would rescind the FCC order.

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz County Board of
Supervisors hereby supports H.R. 530 and makes its support publicly known.
RESOLUTION IN SUPPORT OF H.R. 530

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 29th day of January, 2019, by the following vote:

AYES: SUPERVISOR
NOES: SUPERVISOR
ABSENT: SUPERVISOR

RYAN COONERTY, Chair
Board of Supervisors

ATTEST: __________________________
Clerk of said Board

Approved as to form:

Office of the County Counsel
To provide that certain actions by the Federal Communications Commission shall have no force or effect.

IN THE HOUSE OF REPRESENTATIVES

Ms. Eshoo introduced the following bill; which was referred to the Committee on ______________________

A BILL

To provide that certain actions by the Federal Communications Commission shall have no force or effect.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Accelerating Broadband Development by Empowering Local Communities Act of 2019”.

(Original Signature of Member)
SEC. 2. PRESERVATION OF RIGHTS OF STATE AND LOCAL GOVERNMENTS.

Actions by the Federal Communications Commission in “Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment” (83 Fed. Reg. 51867) and the Federal Communications Commission’s Declaratory Ruling in “Third Report and Order and Declaratory Ruling” (FCC 18–111) shall have no force or effect.
Recommended Action(s):
Direct County staff to return to the Board of Supervisors on or before March 26, 2019, with proposed code revisions and a procurement process in support of shared-mobility or mobility-as-a-service using the public right-of-way.

Executive Summary
In order to encourage the development of multi-modal transportation options in the unincorporated county and to accommodate new technologies that provide shared-mobility services in the public right-of-way, it is necessary that the Santa Cruz County Board of Supervisors develop a regulatory scheme that both allows proliferation of these technologies and mitigates impacts to our community.

Background
Shared-mobility or mobility-as-a-service is a relatively new concept that has been embraced by the private sector as an opportunity to create an integrated network of personal transportation devices, as defined, deployed in the public right-of-way that can be accessed by anyone with a smart phone. These transportation devices are generally managed with fixed storage locations (docked) or unfixed drop-off locations based on usage needs (dockless).

A shared mobility business model could require the use of public right-of-way and public spaces (such as parks and pathways) while offering a myriad of public benefits ranging from improved mobility options to a robust set of transportation trip related data that could be beneficial for transportation planning purposes.

Pursuing opportunities in shared mobility will furthermore advance our County’s greenhouse gas emissions reduction strategies and - amongst the benefits implicit in that effort - will demonstrate government leadership on this important issue, as per our Climate Action Strategy section 3.1, and our Trip Reduction ordinance (Chapter 5.52 of Santa Cruz County Code)

While the benefits of these systems are apparent, in communities where these modes have been deployed without a regulatory scheme in place there have been deleterious effects that could have been mitigated by informed policy-making. For example, the City of San Diego has eschewed policy-making on this issue and its downtown streets and
sidewalks are littered with dockless bicycles and scooters from various, competing companies - but at the same time these personal transportation devices are providing critical last-mile and short-trip services to residents and visitors. It is our intent with this letter to begin a regulatory process where some of the issues that have manifested in other communities such as these can be addressed while at the same time bringing these important services to our community.

Analysis
In order to both facilitate and regulate shared-mobility services in the County, it is important to consider the experiences other jurisdictions have had in this realm. At the same time we must assert the needs of our community in realistic terms to ensure that the potential impacts are addressed and that make shared mobility services fiscally viable to a private vendor.

One area that must be addressed is definitions in County Code, which currently lacks such concepts as “shared-mobility” or “mobility-as-a-service”; “personal transportation device” (such as cars and bicycles, whether fully human-powered or electrically-assisted); and “docked” or “dockless” shared mobility platforms. Santa Cruz Municipal Code Chapter 10.68 provides an example of some possible concepts to consider.

County Code Chapter 9.54 Regulation of Motorized Bicycles and Motorized Scooters may need revision to address these needs, but the strict prohibition against motorized scooters operating in a County bikeway (9.54.010(B)(1) & (2)) may need to be reconsidered in light of the new regulatory scheme.

A proposed regulatory scheme should encompass the following concerns:

- Manner and placement of bicycle/scooter support infrastructure such as docks
- Potential public costs such as power to docking stations
- Visual impacts such as signage
- Parking and other right-of-way access issues
- Access to user data and privacy protections thereof
- Permission or prohibitions on locking vehicles to publicly-owned infrastructure
- Indemnification
- Employee or contractor requirements for dockless bicycle/scooter chargers or wranglers (e.g. “Juicers” or “Bird Watchers”)
- Transportation-related data sharing

Strategic Plan Element(s)
Reliable Transportation - Community Mobility
Sustainable Environment - Outdoor Experience

Submitted by:
Zach Friend, Second District Supervisor, John Leopold, First District Supervisor
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Board of Supervisors: First District
(831) 454-2200
Subject: Resolution Endorsing Declaration of a Climate Emergency
Meeting Date: January 29, 2019

Recommended Action(s):
Adopt resolution endorsing the declaration of a climate emergency and requesting regional collaboration on a mobilization effort to restore a safe climate, and direct the Clerk of the Board to distribute copies of this Resolution to the U.S. Secretary of the Interior; the Bureau of Ocean Energy Management Acting Director; Governor Newsom; U.S. Senators Feinstein and Harris; U.S. Representative Panetta; State Senator Monning; and Assemblymembers Stone and Caballero.

Executive Summary
The County of Santa Cruz has a history of environmental stewardship and protection, leading environmental efforts to reduce greenhouse gas emissions in the Monterey Bay region. Our County recognizes that an existential climate emergency threatens not only our immediate community, but our great state and beyond. Therefore, a countywide climate emergency mobilization effort to reverse global warming by drastically reducing greenhouse gas emissions and drawing down carbon from the atmosphere as soon as possible is required.

Background
The County of Santa Cruz joined the “We Are Still In” coalition on June 28, 2017, as part of its commitment to the same principles of the Paris Agreement that world leaders from over 197 countries signed in April 2016, as an effort to combat the threat of climate change and the urgent need to restrict global temperature rise in this century to within 2 degrees Celsius above preindustrial levels regardless of the Trump’s Administration’s intention to withdraw from this agreement in November 2020.

We remain committed to this effort as reflected in our County’s long history of leading environmental efforts to reduce greenhouse gas emissions in the Monterey Bay region. Most recently, Santa Cruz County was the lead agency behind the formation of the Monterey Bay Community Power, a joint powers authority comprised of 19 local governments around the Monterey Bay that came together in an unprecedented show of unity to benefit local communities and address climate change in hopes to reduce county-wide electricity emissions to zero.
Our Board continues to be a leader in environmental stewardship and protection by reducing human contributions to climate change by adopting the Climate Action Strategy (CAS) (<http://www.sccoplanning.com/PlanningHome/SustainablePlanning/ClimateActionStrategy.aspx>). This document serves as an important framework for the actions that our County and the unincorporated community can take to both lessen our contribution to climate change and prepare for the impacts when they do occur. Implementation of the CAS demonstrates that Santa Cruz County has already met the 2020 emissions reduction target recommended by the state and will continue to respond to impacts as they occur along with other partnerships in order to stay on course to reduce emissions to 59 percent below 2009 levels in 2050. Additionally, we have worked to protect the environment by banning oil drilling in Santa Cruz County and banning onshore facilities intended to support drilling on offshore oil wells and fracking in the Monterey Bay and filed a law suit against 29 major oil, coal and gas companies for climate change related damages like those associated with sea level rise and more frequent and severe wildfires, drought, and extreme precipitation events. We further reduced our carbon footprint by approving the installation of eight solar arrays at County facilities which will save the County money in energy costs over the expected life of the arrays, while offsetting 637 tonnes (metric tons) of carbon emissions annually. The Santa Cruz Sustainable Plan which will begin its environmental review process this year also supports reductions GHG by supporting higher density development, more affordable housing, and mixed-use development close to transit corridors in an effort to reduce transportation congestion, and vehicle miles traveled.

Lastly, our County will continue to educate our residents about the climate emergency and investigate how to strongly promote wide-spread transitions and programs such as Carbon Farming (<https://www.carboncycle.org/carbon-farming/>), the Healthy Soils Program: (<https://www.cdfa.ca.gov/oefi/healthysoils/>, and the CDFA State Water Efficiency and Enhancement Program (SWEEP): <https://www.cdfa.ca.gov/oefi/sweep/>.

The County of Santa Cruz declares that an existential climate emergency threatens not only our immediate community, but our great state and beyond. A countywide climate emergency mobilization effort to reverse global warming by drastically reducing greenhouse gas emissions and drawing down carbon from the atmosphere as soon as possible is required. Therefore, we recommend that our Board adopt the attached resolution endorsing the declaration of a climate emergency, and direct the Clerk of the Board to distribute copies of this resolution to the U.S. Secretary of the Interior; the Bureau of Ocean Energy Management Acting Director; Governor Newsom; U.S. Senators Feinstein and Harris; U.S. Representative Panetta; State Senator Monning; and Assemblymembers Stone and Caballero.

**Strategic Plan Element(s)**
This action supports the Strategic Plan elements of a Sustainable Environment:

4.A (Outdoor Experience)
4.B (Natural Resources)
4.C (Local Conservation)
4.D (Climate Change)

Submitted by:
John Leopold, First District Supervisor, Ryan Coonerty, Third District Supervisor

Attachments:

a  Resolution Endorsing Declaration of Climate Emergency
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO.

On the motion of
duly seconded by
the following resolution is adopted

RESOLUTION ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY AND REQUESTING REGIONAL COLLABORATION ON A MOBILIZATION EFFORT TO RESTORE A SAFE CLIMATE

WHEREAS, in April 2016, world leaders from 175 countries recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep warming “well below 2°C above pre-industrial levels” and to “pursue efforts to limit the temperature increase to 1.5°C”; and

WHEREAS, the October 8, 2018 special report of the United Nations Intergovernmental Panel on Climate Change (IPCC) projected that curtailing warming to 1.5°C to reduce the risks to health, livelihoods, food security, water supply, human security, economic growth and plant and animal life this century, will require an unprecedented transformation of every sector of the global economy over the next 12 years; and

WHEREAS, on November 23, 2018, 13 United States federal agencies issued the Fourth National Climate Assessment detailing the massive threat that climate change poses to the American economy and highlighting the need for immediate emergency action by every level of government to reduce emissions of carbon dioxide and other greenhouse gases; and

WHEREAS, the Fourth National Climate Assessment further indicates death and destruction as the result of global warming of approximately 1.1°C above late 19th century levels, and demonstrates that the Earth is already too hot for humanity to safely and justly exist, as shown by increased and intensifying wildfires, floods, rising seas, diseases, droughts and extreme weather; and

WHEREAS, 40 mayors in the greater San Francisco Bay Area have committed to adopt, honor, and uphold the Paris Agreement, noting, “We will intensify efforts to meet each of our cities’ current climate goals, push for new action to meet the 1.5 degrees Celsius target, and work together to create a 21st century clean energy economy . . . The world cannot wait — and neither will we”; and
RESOLUTION ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY

WHEREAS, the United States has disproportionately contributed to the climate and extinction emergencies (see the Global Carbon Project’s Cumulative CO₂ emissions data) and has repeatedly obstructed global efforts to transition toward a green economy, and thus bears an extraordinary responsibility to rapidly address these existential threats; and

WHEREAS, restoring a safe and stable climate requires a whole-of-society “Climate Mobilization” at all levels of government, on a scale not seen since World War II, in order to reach zero greenhouse gas emissions across all sectors at emergency speed, and to rapidly and safely draw down or remove all the excess carbon from the atmosphere; and

WHEREAS, actions to eliminate greenhouse gas emissions and/or draw down greenhouse gases may include improving resilience to the effects of climate change; and

WHEREAS, in the County of Santa Cruz, transportation contributes to over half of our carbon emissions, according to the County’s Climate Action Strategy; and

WHEREAS, the County of Santa Cruz is particularly vulnerable to the effects of climate change, including sea-level rise, coastal erosion, flooding, salt water intrusion, drought, wildfire, and increased frequency and intensity of extreme weather events; and

WHEREAS, as cited by the Climate Mobilization Project, a growing list of cities, districts and counties across the world, representing over 15 million people collectively, have declared or officially acknowledged the existence of a global climate emergency, including the California cities of Santa Cruz, Berkeley, Los Angeles, Oakland, and Richmond; and

WHEREAS, many scientific studies, such as those published by the California Department of Food and Agriculture, the Carbon Cycle Institute, and the California Climate & Agriculture Network, have shown that changes in farming methods (Climate-Smart Agriculture) can increase fertility, water retention and significantly improve long term carbon sequestration in the soil; and

WHEREAS, the County of Santa Cruz has an opportunity to continue to be a global leader by rapidly organizing a regional emergency climate mobilization effort; and

WHEREAS, both the 4th California Climate Change Assessment report, published August 27, 2018, and the Intergovernmental Panel on Climate Change (IPCC) report, published October 8, 2018, stress that climate change is accelerating, and urgent action is needed.
RESOLUTION ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY

NOW, THEREFORE, BE IT RESOLVED, the County of Santa Cruz declares that an existential climate emergency threatens our cities, towns, region, state, nation, civilization, humanity and the natural world.

BE IT FURTHER RESOLVED, the County of Santa Cruz commits to consider revisions to its existing policy, priorities, processes, and distribution of resources to enable emergency climate action measures in the County.

BE IT FURTHER RESOLVED, the County of Santa Cruz commits to develop a Socially and Environmentally Responsible Governance Policy including an Environmentally Preferable Purchasing Policy to guide efficient, consistent and just action.

BE IT FURTHER RESOLVED, the County of Santa Cruz commits to reducing auto dependency through a robust Transportation Demand Management program, and other measures as appropriate.

BE IT FURTHER RESOLVED, the County of Santa Cruz commits to support both affordable housing and transit-oriented development.

BE IT FURTHER RESOLVED, the County of Santa Cruz commits to funding an update to its Climate Action Plan, and consider ambitious but achievable goals, consistent with or exceeding state goals and objectives, integrated into a state-of-the-art Climate and Energy Action Plan 2030.

BE IT FURTHER RESOLVED, the County of Santa Cruz commits to continue educating our residents about the climate emergency and working to catalyze a just emergency climate mobilization at the local, regional, state, national, and global levels to protect our residents as well as all the people and species of the world.

BE IT FURTHER RESOLVED, the County of Santa Cruz realizes the need for full community participation and support, and recognizes that the residents of Santa Cruz, the University of California Santa Cruz, the Citizens Climate Lobby, Santa Cruz Climate Action Network, 350 Santa Cruz, Campaign for Sustainable Transportation and other community organizations will be integral to the emergency climate action mobilization effort.

BE IT FURTHER RESOLVED, the County of Santa Cruz commits to keeping the considerations of vulnerable communities central to all emergency climate action planning processes, and to inviting and encouraging such communities to actively participate in order to advocate directly for their needs.

BE IT FURTHER RESOLVED, the County of Santa Cruz, in order to ensure a just transition, will consult with community, labor, environmental justice, economic justice, and racial justice organizations at every step of the emergency climate action planning process, as appropriate.
RESOLUTION ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY

BE IT FURTHER RESOLVED, the County of Santa Cruz endorses a just, countywide emergency climate action mobilization effort to reverse global warming to drastically reduce greenhouse gas emissions, and safely draw down carbon from the atmosphere as quickly as possible.

BE IT FURTHER RESOLVED, the County of Santa Cruz calls on the Santa Cruz County Regional Transportation Commission and other appropriate local agencies to participate in this regional emergency climate action mobilization effort.

BE IT FURTHER RESOLVED, the County of Santa Cruz calls for a regional emergency climate action mobilization collaborative effort, inviting concerned residents, youth, faith, labor, business, environmental, economic, racial and social justice organizations as well as other community groups, and all elected officials in and from Santa Cruz and nearby counties, and especially all the mayors and officials who have signed on to enact the Paris Agreement.

BE IT FURTHER RESOLVED, the County of Santa Cruz shall investigate ways to support transitions to Climate Smart Agriculture, including farm management practices such as cover crop, no-till, reduced-till, mulching, compost application, conservation plantings and active stock rotation by way of education, and by providing information on available State and Federal conservation grants and incentives.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 29th day of January, 2019, by the following vote:

AYES: SUPERVISOR
NOES: SUPERVISOR
ABSENT: SUPERVISOR

CHAIR
Board of Supervisors

ATTEST: Clerk of said Board

Approved as to form:

County Counsel
Recommended Action(s):

Approve appointment of Louis Tuosto as an alternate member of the Planning Commission, in accordance with County Code Section 2.74.040, for a term to expire January 7, 2023.

Executive Summary

Approve appointment to fill a supervisorial district appointee alternate position for the Planning Commission, for a term to expire January 7, 2023.

Background

Based on the applications received, Louis Tuosto has been nominated to serve as a supervisorial district alternate appointee.

Submitted by:
Greg Caput, Fourth District Supervisor

Attachments:

a Louis Tuosto Application
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Board of Supervisors: Administration
       (831) 454-2200
Subject: Correction to reappointment to the Community Action Board
Meeting Date: January 29, 2019

Recommended Action(s):
Accept nomination of Silvia Austerlic for reappointment to the Community Action Board,
as an alternate to Supervisor Coonerty, for a term to expire January 3, 2022.

Executive Summary
Accept nomination for reappointment to fill the position of alternate to Supervisor
Coonerty on the Community Action Board.

Background
Silvia Austerlic has been nominated to serve an additional four-year term as the
alternate to Supervisor Coonerty. A previous Board memo from the January 15, 2019
Board of Supervisors meeting incorrectly labeled the position as "alternate at-large
representative;" this memo corrects the original nomination memo.

Submitted by:
Ryan Coonerty, Chair, Board of Supervisors
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Board of Supervisors: Administration
(831) 454-2200
Subject: Amended Conflict of Interest Code- Soquel Creek Water District
Meeting Date: January 29, 2019

Recommended Action(s):
Approve the attached Conflict of Interest Code for the Soquel Creek Water District, as amended by the District Board of Directors on September 4, 2018.

Executive Summary
The Soquel Creek Water District amended their Conflict of Interest Code on September 4, 2018. Accordingly, it is recommended that the Santa Cruz County Board of Supervisors approve the amended Conflict of Interest Code.

Background
The Board of Supervisors is the reviewing agency for Conflict of Interest Codes of County departments, various special districts, and other local government agencies within the county pursuant to the Political Reform Act of 1974.

Attached is a letter from Emma Olin, Executive Assistant/Board Clerk, advising that the District's Board of Directors has amended its Conflict of Interest Code to revise designated positions and disclosure categories to reflect the District's current organizational structure. This amendment to the District's Conflict of Interest Code requires Board approval.

Submitted by:
Ryan Coonerty, Chair, Board of Supervisors

Attachments:

a  Letter of Emma Olin, Soquel Creek Water District
b  SCWD Resolution 18-22 amending Conflict of Interest Code
c  Memo to Soquel Creek Water District Board of Directors
December 19, 2018

Mari Segura  
Santa Cruz County Clerk/Elections  
701 Ocean Street, Room 210  
Santa Cruz, CA 95060

Subject: Conflict of Interest Code Amendment

Dear Mari,

Please find a copy of Soquel Creek Water District’s current Conflict of Interest Code, approved by the Board of Directors at its regular meeting of September 4, 2018.

District records show that Karen Reese, the District’s prior Executive Assistant/Board Clerk, sent the following documents to the County on September 5, 2018:

- Letter from Soquel Creek Water District to County Elections Department, dated September 5, 2018
- 2018 Local Biennial Notice
- Board memo identifying the changes
- Exhibit A - Designated Positions
- Resolution No. 18-22

Please contact me at (831) 475-8501 ext. 126, if you have any questions or require any additional information. Thank you.

Sincerely,

SOQUEL CREEK WATER DISTRICT

Emma Olin  
Executive Assistant/Board Clerk

Enclosure

cc: Dana McRae, County Counsel
September 5, 2018

Mari Segura
Santa Cruz County Elections Department
701 Ocean Street, Room 210
Santa Cruz, CA 95060

Subject: Conflict of Interest Code Amendment

Dear Mari,

Enclosed please find an amendment to our Conflict of Interest Code approved by the Board of Directors at their regular meeting of September 4, 2018.

I have attached the following documentation:

- 2018 Local Agency Biennial Notice
- Board memo identifying the changes
- Exhibit A – Designated Positions
- Resolution No. 18-22

Should you have any questions, please contact me at (831) 475-8501 ext. 126.

Sincerely,

SOQUEL CREEK WATER DISTRICT

Karen Reese
Executive Assistant/Board Clerk

Enclosure
2018 Local Agency Biennial Notice

Name of Agency: Soquel Creek Water District

Mailing Address: PO Box 1550, Capitola, CA 95010

Contact Person: Karen Reese Phone No. 831-475-8500 ext. 126

Email: karenr@soquelcreekwater.org Alternate Email: rond@soquelcreekwater.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency’s code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

☑ An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (describe) ________________________________

☐ The code is currently under review by the code reviewing body.

☐ No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency’s code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

[Signature]
[Date]

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than October 1, 2018, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

www.fppc.ca.gov
FPPC Advice: advice@fppc.ca.gov (866.276.3772)
RESOLUTION NO. 18-22

RESOLUTION OF THE SOQUEL CREEK WATER DISTRICT
AMENDING RESOLUTION NO. 14-30 TO REFLECT AN AMENDMENT
TO THE CONFLICT OF INTEREST CODE

WHEREAS, the Soquel Creek Water District has previously by Resolution No. 08-35 adopted the Small District Model Code (Conflict of Interest Code) as suggested by County Counsel; and

WHEREAS, an amendment to the District’s Code was last made in 2014 (Resolution 14-30) to include Human Resources Manager to the list of designated employees who must disclose economic interests.

WHEREAS, the biennial review of each local agency’s Conflict of Interest Code required by Section 87306.5 of the California Government Code indicates that an amendment is necessary to add the Special Projects-Communications Manager.

NOW, THEREFORE, BE IT RESOLVED, that the previous code embodied in Resolution No. 08-35 is hereby amended with the attached Exhibit “A.”

PASSED AND ADOPTED this 4th day of September 2018 by the following vote:

AYES: Directors LaHue, Daniels, Jaffe, Christensen, Lather

NOES: None

ABSENT: None

ABSTAIN: None

APPROVE:

Bruce Daniels, President

ATTEST:

Karen Reese, Board Clerk

Attachment: SCWD Resolution 18-22 amending Conflict of Interest Code (6607 : Amended Conflict of Interest Code- Soquel Creek Water
EXHIBIT "A"

III

Designated Positions

Persons occupying the following positions are designated employees and must disclose the following economic interests. The manner of reporting reportable items shall be as provided by Government Code § 87200:

Directors, Attorney for the District, General Manager, Financial/Business Services Manager, Engineering Manager, Conservation Customer Service Field Manager, Operations and Maintenance Manager, Human Resources Manager and Special Projects-Communications Manager shall disclose:

1. Investments in any business entity which, within the last two years, has contracted, or in the future foreseeably may contract, with this District to provide services, supplies, materials, machinery or equipment. See Government Code §§ 82034, 87103, 87206.

2. Income from any source which, within the last 12 months, has contracted, or in the future foreseeably may contract, with the District to provide services, supplies, materials, machinery or equipment to the District. See Government Code §§ 82030, 87103, 87202.

3. Interests in real property, located in whole or in part either within the boundaries of the District, or within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property. See Government Code §§ 82033, 87103, 87206.

IV

Statement of Economic Interests – Filing

A. Initial Statement

An initial statement shall be filed by each designated employee within 30 days after the effective date of this Conflict of Interest Code disclosing investments in business entities and interests in real property made reportable by Section III, above. All new designated employees shall file statements not less than
September 4, 2018

MEMO TO THE BOARD OF DIRECTORS

Subject: Agenda Item 6.2

Title: Resolution Amending the District's Conflict of Interest Code Embodied in Resolution No. 08-35

Attachment(s):
1. Resolution No. 18-22 & Page 1 of Exhibit "A"

Background
Section 87306.5 of the California Government Code requires the biennial review of an agency's Conflict of Interest Code in each even-numbered year. If no changes are necessary, a statement to that effect must be submitted to the code reviewing body (County Board of Supervisors) by October 1 of the same year.

The District's Conflict of Interest Code was last amended in 2014 to include Human Resources Manager to the list of designated employees who must disclose economic interests.

The Fair Political Practices Commission advises that the most common types of changes within an agency that would require an amendment to its Conflict of Interest Code include the reclassification, renaming or deletion of previously designated positions. Therefore, it is recommended that the Board adopt a resolution amending the Conflict of Interest Code to include the position of Special Projects-Communications Manager. The amended code should then be forwarded to the County Board of Supervisors, as the code reviewing body, for final approval.

POSSIBLE BOARD ACTION(S)

1. By MOTION, and roll call vote, adopt Resolution No. 18-22 amending the District's Conflict of Interest Code to include the position of Special Projects-Communications Manager and amending Resolution No. 14-30 and direct staff to forward the amended Code to the County Board of Supervisors for final approval, or

2. Take no action.

By
Ron Duncan
General Manager
Recommended Action(s):
Approve the appointments indicated on the attached list, and direct the Clerk of the Board to notify each agency of the Board's actions.

Executive Summary
Attached is a list of proposed appointments of members of the Board of Supervisors to various agencies, committees and commissions for calendar year 2019.

Submitted by:
Ryan Coonerty, Chair, Board of Supervisors

Attachments:
a Board of Supervisors Agency-Committee-Commission Appointments 2019
Supervisor John Leopold - First District
California State Association of Counties Board of Directors (Alternate)
Community Corrections Partnership
Highway 1 Construction Authority
Jail Overcrowding Committee (Alternate)
Justice and Gender Task Force
Local Agency Formation Commission
Mobile and Manufactured Home Commission (Liaison)
Santa Cruz Mid-County Groundwater Agency Board
Santa Margarita Groundwater Agency Board
Santa Cruz County Consolidated Redevelopment Oversight Board
Santa Cruz County Regional Transportation Commission
Santa Cruz County Sanitation District Board of Directors
Santa Cruz Metropolitan Transit District Board of Directors

Supervisor Zach Friend - Second District
Criminal Justice Council of Santa Cruz County
Highway 1 Construction Authority
Library Financing Authority
Local Agency Formation Commission
Monterey Bay National Marine Sanctuary Task Force
Monterey Bay Unified Air Pollution Control District Board of Directors
Santa Cruz County Consolidated Redevelopment Oversight Board (Alternate)
Santa Cruz County Regional Transportation Commission
Santa Cruz County Sanitation District Board of Directors
Santa Cruz Mid-County Groundwater Agency Board of Directors

Supervisor Ryan Coonerty - Third District
Arts Council Santa Cruz County
Association of Monterey Bay Area Governments Board of Directors (Alternate)
City/County Coordination Committee (2x2)
City Select Committee (Liaison)
Community Action Board
Integrated Waste Management Local Task Force
Jail Overcrowding Committee
Juvenile Justice Coordinating Council
Local Agency Formation Commission (Alternate)
Monterey Bay Community Power Authority Policy Board of Directors (Alternate)
Monterey Bay National Marine Sanctuary Task Force
Monterey Bay Unified Air Pollution Control District Board of Directors
Santa Cruz County Board of Supervisors Agenda Committee
Santa Cruz County Children’s Network
Santa Cruz-Monterey-Merced Managed Medical Care Commission
Santa Cruz County Regional Transportation Commission
Stream Enhancement Trust Fund Board of Trustees
UCSC Long Range Development Plan Working Group

**Supervisor Greg Caput - Fourth District**
Advisory Council - Area Agency on Aging
Association of Monterey Bay Area Governments Board of Directors
Central Coast Resource Conservation and Development Council Board of Directors
Criminal Justice Council of Santa Cruz County
Environmental Health Appeals Commission
Highway 1 Construction Authority (Alternate)
Integrated Waste Management Local Task Force
Monterey Bay Unified Air Pollution Control District Board of Directors (Alternate)
Santa Cruz County Mental Health Advisory Board
Pajaro River Watershed Flood Prevention Authority
Remote Access Network Committee
Santa Cruz County Regional Transportation Commission
Santa Cruz County Workforce Development Board
Treasury Oversight Commission (Alternate)

**Supervisor Bruce McPherson - Fifth District**
Advisory Council - Area Agency on Aging
Association of Monterey Bay Area Governments Board of Directors
California State Association of Counties Board of Directors
Child Welfare Services System Improvement Plan Steering Committee
City/County Coordination Committee (2x2)
Visit Santa Cruz County Board of Directors
First 5 Commission
FishNet 4C
Highway 1 Construction Authority
Library Financing Authority (Alternate)
Monterey Bay Community Power Authority Policy Board of Directors
Santa Cruz County Consolidated Redevelopment Oversight Board (Alternate)
Santa Cruz County Regional Transportation Commission
Santa Margarita Groundwater Agency Board of Directors
Santa Cruz Metropolitan Transit District Board of Directors
Treasury Oversight Commission
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Probation Department
(831) 454-3800
Subject: Defer Report on Number of People Held in Jail Before Trial
Meeting Date: January 29, 2019

Recommended Action(s):
Defer the quarterly report on measures to reduce the number of people held in jail before trial to March 2019.

Executive Summary
On August 28, 2018, the Board accepted and filed a report on the progress made and strategies implemented to reduce the number of people held in jail before trial with additional direction to report back in January 2019.

Background
At this time, Probation staff are in the process of implementing the new Pretrial system so the Probation Department requests a deferral of this report to March 2019. In addition, the Secretary of State announced that a referendum of Senate Bill 10 (Bail Reform) sponsored by the American Bail Coalition, a bail bond agents’ trade association, had enough signatures to qualify for the November 2020 ballot. The California law that would replace cash bail with a risk assessment system has been put on hold because of the referendum. This deferral will provide time to complete the system transition and discuss local implications of the referendum.

Strategic Plan Element(s)
1.C (Comprehensive Health & Safety - Local Justice) - Reporting on the concurrence and safety rate provide transparency around pretrial detainment, and allow for data-driven conversations around public safety.

Submitted by:
Fernando Giraldo, Chief Probation Officer

Recommended by:
Carlos J. Palacios, County Administrative Officer
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Health Services Agency: Behavioral Health Division
(831) 454-4000
Subject: Mental Health Services Act Annual Update 2018-2019
Meeting Date: January 29, 2019

Recommended Action:
Adopt a resolution approving submission of the Mental Health Services Act 2018-2019
Annual Update report, which provides a programmatic funding plan, to the Mental
Health Services Oversight and Accountability Commission of the State Department of
Health Care Services, and authorize the Health Services Agency Director to execute
related documents required for submission.

Executive Summary
California Proposition 63 (2004) established the Mental Health Services Act (MHSA) to
provide funding to counties for mental health services. MHSA requires counties to
submit to the State annually updated plans for programmatic expenditures supported by
MHSA funding. Following an extensive community stakeholder process and public
comment period, the Health Services Agency (HSA) developed its annual update for
Fiscal Year (FY) 2018-2019. This Annual Update includes community recommendations
for peer support services and for development of a county-wide suicide prevention
program.

Background
In November 2004, California voters approved Proposition 63 and the MHSA became
law, effective January 1, 2005. The MHSA established a 1% tax on California residents'
personal income in excess of $1 million. The vision behind the MHSA is to build a
system in which access is easier, services are more effective, utilization of out-of-home
and long-term restricted institutional care is reduced, and stigma is eliminated for those
with serious mental illness (SMI) or severe emotional disturbance (SED).

California Welfare and Institutions Code Section 5847 requires counties to submit an
MHSA Three-Year Program and Expenditure Plan (3-Year Plan) and two subsequent
Annual Updates. On February 6, 2018, the Board approved HSA’s 3-Year Plan for FYs
2017-2018 to 2019-2020. The 3-Year Plan delineates MHSA funding for HSA programs
and for community partnerships with over thirteen local agencies to provide services
and supports. The 3-Year Plan supports a broad spectrum of programs, including
prevention, early intervention, and full-service partnership services to individuals and
family members across the spectrum who are experiencing an emerging illness or are
diagnosed with SED or SMI.

In order to submit the 2018-2019 Annual Update HSA held three stakeholder meetings
in fall 2018 to solicit community input and establish priorities for MHSA funding. Through this process were developed draft plans and a Final Draft 2018-2019 Annual Update that is now ready for Board approval and submission to the MHSOAC.

Analysis

Community Outreach

Based on feedback received from stakeholders during the community input process in FY 2017-18, HSA augmented this year’s public outreach, increasing the number of community stakeholder meetings from one to three. In addition, community members recommended that HSA host meetings at a mix of locations, and at different times of the day. Based on input received, more time was provided for active listening sessions and structured workgroups during the stakeholder meetings to create an environment where all participants were invited to provide feedback on the plan during several structured exercises. The three community stakeholder meetings were held during the daytime and evening hours in the City of Santa Cruz (at the Santa Cruz Police Department Community Room), in Live Oak (at the Sheriff’s Headquarters Community Room), and in the City of Watsonville (at the City Council Chambers). Over 115 individuals participated, representing consumers, family members, providers, elected officials, providers, and interested community members. This feedback resulted in the 2018-2019 Annual Update’s prioritization of MHSA funding allocations.

The Draft 2018-2019 Annual Update was posted for a thirty-day public review period from November 19, 2018 to December 20, 2018. Public comments, together with input from the stakeholder meetings, were reviewed and incorporated into the Draft plan. On December 20, 2018, a public hearing was held at the Local Mental Health Board meeting and that Board provided additional comments on the Draft plan.

MHSA Program Updates

The public comments were reviewed and incorporated, along with additional information, into the Final Draft plan. Based on feedback received last year, more detailed financial information was also included. As a result of the community stakeholder input, critical program needs were identified and are now included in the Final Draft 2018-2019 Annual Update. These include peer support services in the community, specifically supporting the provision of peer respite services; supporting programming for creation of a county-wide suicide prevention plan; continuation of Mental Health Liaison clinicians embedded with local law enforcement agencies, including the Watsonville Police Department, Santa Cruz Police Department and Santa Cruz County Sheriff’s Office; and expansion of Mobile Emergency Response Team to South County, providing equitable access to these services on par with North County.

Financial Impact

Projected expenses for FY 2018-19 for Community Services and Supports are $10,789,742, for Prevention and Early Intervention are $4,430,902, and for Innovations are $802,713. These programs are funded by a combination of MHSA projected FY 2018-19 distributions and prior year unspent funds.
The ending prudent reserve balance as of June 30, 2018 is $3,578,419 which includes earned interest. Per the Welfare and Institutions Code (WIC) Section 5847(a)(7), each county is required to establish and maintain a MHSA Prudent Reserve fund to ensure that in years in which revenues for the MHSA Fund are below recent averages, the county will be able to continue to serve children, adults and seniors through the MHSA Community Services and Supports (CSS) and Prevention and Early Intervention (PEI) programs. The State provided guidance to counties that the State retains the authority to approve the use of these funds through a request from the county based on specified economic indicators established by the State.

Please see the Budget section of the attached MHSA 2018-2019 Annual Update for the plan’s complete projected revenues and expenditures (pages 141 – 151).

Strategic Plan Element
1.D (Comprehensive Health & Safety: Behavioral Health) - HSA’s continued participation in MHSA-funded programs promotes the core elements of recovery, wellness, and resilience. MHSA-funded programs provide access to vital mental health programs promoting the health of county-wide consumers.

Submitted by:
Mimi Hall, Director of Health Services Agency

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:
a Report: Mental Health Services Act Annual Update 2018-2019 (151 pages; online and on file)
b Report - Mental Health Service Act - Oversized Document
c Resolution: Approving Submission of Report- MHSA Annual Update 2018-2019
d Fall 2018 MHSA Stakeholder Engagement
Mental Health Services Act: FY 2018-2019 Annual Update

PLAN
October 23, 2018
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. __________

On the motion of Supervisor __________
duly seconded by Supervisor __________
the following resolution is adopted.

RESOLUTION APPROVING THE MENTAL HEALTH SERVICES ACT: 2018-19
ANNUAL UPDATE FOR SUBMISSION

WHEREAS, California Proposition 63 (2004) established the Mental Health Services Act (MHSA) that provides funding for mental health services and requires counties to submit an annual plan for programs and expenditures to the Mental Health Services Oversight and Accountability Commission (MHSOAC) of the State Department of Health Care Services; and

WHEREAS, the plan provides a projection for the upcoming three fiscal years and is updated on a yearly basis after the first fiscal year; and

WHEREAS, an annual update to the plan is now due; and

WHEREAS, California Assembly Bill 1467 (2012) requires that the County Board of Supervisors adopt an annual resolution approving submission of the plan to the State MHSOAC; and

WHEREAS, the County Health Services Agency (HSA) Mental Health and Substance Abuse Services Division has worked with stakeholder input to produce an updated plan in accordance with the requirements of the MHSA; and

WHEREAS, HSA is proposing an updated plan which partners with key community providers, families, and consumers to foster wellness and improve care; and

WHEREAS, a true and correct copy of the updated plan is attached hereto as "Attachment A".

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the County of Santa Cruz Board of Supervisors hereby approves submission of the "Mental Health Services Act: 2018-2019 Annual Update" to the Mental Health Services Oversight and Accountability Commission of the State Department of Health Care Services and authorizes the County Health Services Agency Director to execute all
Resolution: MHSA Annual Update FY 2018-19

documents required for submission.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Santa Cruz, State of California, on this ____ day of January 2019 by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSTENTIONS: SUPERVISORS
ABSENT: SUPERVISORS

Ryan Coonerty, Chairperson of the Board

ATTEST:

______________________________
CLERK OF THE BOARD

DATE: _________________________

APPROVED AS TO FORM:

______________________________
Office of the County Counsel
Fall 2018 MHSA Stakeholder Engagement Meeting Summary

Summary of strengths

- Mental Health Liaisons and MERT
- Peer delivered services: MHCAN, Mariposa, Second Story
- Kind, flexible, respectful and compassionate services from county behavioral health staff
- Partnering with agencies and other programs in the community
- Offering more provider (CBO) feedback, which has created service improvements
- CIT training with local Law Enforcement

Summary of community priorities and current gaps/needs

- Housing
- Socio/Emotional counselors at all school settings
- Substance use disorder treatment for youth
- Increased access for children, especially psychiatry and crisis services/placement
- Increased adult capacity at psychiatric health facility
- Language capacity
- Diversion and decriminalization
- School based services
- Understanding how to initially access behavioral health services
- Understanding how to access supportive housing
- Neighborhood advocacy groups/pods
- Criminalization of homelessness
- Capacity issues with current programming
- Cultural sensitivity, understanding and responding trainings
- Outreach and inclusion of LBGTQIA
- Enhanced Veteran services
- Children’s residential services
- Gender specific programming

Summary of community solutions

- Day services for homeless
- Mobile clinic van with behavioral health services
- Neighborhood watch trained in behavioral health issues
- Expansion of peer services
- Find ways to increase housing; affordable housing; supportive housing
- Enhanced and current training for community, peers and agencies
- Family navigator to assist with children’s system
- South County expansion of services
- Meeting clients where they are, instead of expecting to come to CBH
- Community education around stigma and NIMBY challenges
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Health Services Agency: Behavioral Health Division (831) 454-4000
Subject: Authorize County’s Participation in the No Place Like Home Program
Meeting Date: January 29, 2019

Recommended Action:
Adopt a resolution authorizing the County Health Services Agency, in partnership with the Planning Department, to provide supportive services as part of MidPen Housing’s application to the No Place Like Home program, in response to the October 15, 2018 Round 1 Notice of Funding Availability issued by the California Department of Housing and Community Development.

Executive Summary
MidPen Housing (MPH) is pursuing development of a 27-unit affordable housing project in the City of Santa Cruz on Jessie Street and is proposing to submit a funding application to the California Department of Housing and Community Development in response to the Round 1 “No Place Like Home” (NPLH) Notice of Funding Availability (NOFA). NPLH intends to create homes for people living with serious mental illness who are homeless or are in imminent danger of becoming homeless. The funding would allow MPH to dedicate seven of the Jesse Street units for the NPLH target population. NPLH construction funding must be linked with supportive services provided through county mental health departments. The Health Services Agency (HSA) and Planning Department (Planning) are requesting the Board adopt a resolution that authorizes HSA to participate in the provision of supportive services as part of a NPLH partnership with Development Sponsor MPH under the Round 1 Competitive NOFA.

Background
In 2016, the State Legislature created NPLH to build and rehabilitate housing for those who are mentally ill and who are homeless or at risk of becoming homeless. The $20 billion fund is raised by selling bonds supported by Mental Health Services Act (MHSA) revenue. The use of MHSA funds for this purpose was ratified by voters in 2018 as Proposition 2. NPLH funds will be made available in multiple funding rounds in the form of deferred payment loans to finance permanent supportive housing units.

The first competitive funding round is available now, and an application is due by January 30, 2019. NPLH funds are distributed in three ways: as Technical Assistance to counties on an Over-the-Counter basis, as a non-competitive set aside based on each county’s share of the State homeless population, and through competitive project submittals in response to periodic NOFAs. On August 30, 2017 the Board of Supervisors authorized HSA to participate in the NPLH Technical Assistance program.
to develop an NPLH plan, for which HSA is partnering with Planning.

**Analysis**

HSA and Planning intend to utilize NPLH funds to secure funding for as many homes as possible for the NPLH target population as soon as possible. HSA and Planning will do this through partnerships with affordable housing developers, such as MPH, and through the creation of a NPLH Shared Housing Program utilizing the NPLH non-competitive allocation, which for Santa Cruz County totals $3,057,638. The non-competitive funding includes community discussions of the NPLH plan, which are expected to occur in Spring 2019.

The NPLH Program is intended to create homes for people living with serious mental illness who are homeless or are in imminent danger of becoming homeless. The funds are available to counties either acting as a Development Sponsor or to counties applying jointly with another entity as a Development Sponsor. Funds can be used to finance acquisition, design, construction, rehabilitation, or preservation costs, as well as operating subsidies to ensure the units are affordable for the target population. County mental health departments must be a co-sponsor of all NPLH applications and are required to develop a Services Plan through which they oversee resident selection and plan for services delivery as required by the NPLH Program. Mental health departments develop Memoranda of Understanding with property management and service coordinators to ensure that the residents of the NPLH units have support available to enable them to be successful in the housing units. The Development Sponsor will enter into loan documents including, among others, a Promissory Note, Deed of Trust and Regulatory Agreement.

MPH is an experienced nonprofit housing development corporation with over 45 years of experience. MPH has been an important affordable housing partner for the County, developing almost 400 units in the unincorporated County in the past 20 years, including MHSA Housing units at Aptos Blue.

Jessie Street is an existing 14-unit development in the City of Santa Cruz with which County Behavioral Health has had a longstanding relationship. The existing building, constructed in the 1940s as a motel, has outlived its useful life. MPH has owned the building since 1999 and has determined that the building needs to be replaced with a newer building with the amenities necessary to meet tenant needs, including a common area and offices. The new Jessie Street building is proposed to be a 27-unit building that will consist of 11 one-bedroom units and 16 studios. The new building will include an elevator, community room, laundry room and offices for property management and resident services. Balconies and storage are proposed for each of the units. The proposed design works well with prefabricated units that can minimize the displacement period for current residents, all of whom will be able to return to new units within a year.

MPH has submitted its land use application to the City of Santa Cruz and the project schedule reflects entitlements issued in October of 2019, construction starting in March of 2021 and occupancy in the spring of 2022. Committed financing for the Jessie Street project includes a predevelopment grant from Central California Alliance for Health and funds received by the City of Santa Cruz from the Federal Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME). Submittal
of a Round 1 NPLH application is aggressive but realistic as the project meets threshold eligibility requirements. MPH will include funding for 13 No Place Like Home targeted units. Securing the approximately $2.9 Million in NPLH funding would be a significant boost for the project. Should NPLH agree to fund the Jesse Street project, the County will enter into a Standard Agreement with the State and must commit to providing services to the residents of the NPLH units for 20 years.

Financial Impact
This application, if successful, involves no financial impact to either the HSA or Planning departments. Any development would take several years to complete, and any services provided at such a development would be done within existing staffing and resources.

Strategic Plan Elements
1.D (Comprehensive Health & Safety: Behavioral Health)
2.D (Attainable Housing: Homelessness)

If approved, the requested NPLH funding linked to the adoption of this resolution will fund the creation of homes for people living with serious mental illness who are homeless or are in imminent danger of becoming homeless.

Submitted by:
Mimi Hall, Director of Health Services Agency, Kathleen Molloy, Planning Director

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:
- Resolution: Competitive Funding Participation - No Place Like Home
RESOLUTION AUTHORIZING THE COUNTY’S PARTICIPATION IN THE NO PLACE LIKE HOME PROGRAM FOR PROJECTS UTILIZING COMPETITIVE ALLOCATION FUNDS

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated October 15, 2018 as amended on October 30, 2018 ("NOFA"), under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of approximately $400 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, Santa Cruz County is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, dated July 17, 2017 ("Guidelines").

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz County Board of Supervisors does hereby determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and if awarded, accept the NPLH Program funds, as detailed in the NOFA, up to the amount authorized by the Guidelines and applicable state law.

SECTION 2. That the Health Services Agency Administrator or his or her designee, is hereby authorized and directed to act on behalf of County in connection with an award of NPLH Program funds, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to evidence the loan of NPLH Program funds, the County's obligations related thereto, and the Department's security therefor. These documents may include, but are not limited to, a State of California Standard Agreement ("Standard Agreement"), a regulatory agreement, a promissory note, a deed of trust and security agreement, and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of, or pertaining to the NPLH Program funds, and all amendments thereto (collectively, the "NPLH Program Documents").

SECTION 3. That County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and that County will use the NPLH Program funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION 4. That County will make mental health supportive services available to each project's NPLH tenants for at least 20 years and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the
County’s relevant supportive services plan, and as specified in Section 202(n)(1) of the Guidelines.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ______ day of January 2019, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

______________________________
Chairperson
Board of Supervisors

ATTEST: _________________________
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
1/2/19
Office of the County Counsel

STATE OF CALIFORNIA
County of Santa Cruz
I, Susan Galloway, Clerk of the Board of the County of Santa Cruz, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this ___ day of January 2019.

By: _____________________________
Susan Galloway, Clerk of the Board

DISTRIBUTION: Health Services Agency
Planning Department
County Counsel
Clerk of the Board
County Administrative Office
MidPen Housing Corp.
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Health Services Agency: Behavioral Health Division
(831) 454-4000
Subject: Report Back on the HOPES Program
Meeting Date: January 29, 2019

Recommended Actions:
1) Accept and file a status update for the Homeless Outreach, Proactive Engagement and Services (HOPES) Team services and evaluation plan; and

2) Direct the Health Services Agency to update HOPES client outcome profiles quarterly and display it on the HOPES website, and to provide an annual outcome and trends report to the Board on HOPES in September 2019.

Executive Summary
The Homeless Outreach, Proactive Engagement and Services (HOPES) Team is a model of service delivery for wrap-around care of high-risk homeless individuals, supporting them to engage in physical health care, behavioral health care, and other social service supports, in an effort to bring stability and provide linkage to a permanent service delivery structure. Since the initiation of HOPES in March of 2018, data has been captured to reflect the clients served and the services delivered. Applied Survey Research (ASR) was selected through a Request for Proposal process to provide a comprehensive performance evaluation of the HOPES services and clients served.

Background
On December 12, 2017, the Board accepted a report on redesign of the Bob Lee Community Partnership for Accountability, Connection and Treatment (PACT) program to become the HOPES Team model of service delivery. The HOPES Team model was initiated in March 2018 and created a new system of integrated care for high risk homeless individuals. The model is focused on multidisciplinary service collaboration of Health Services Agency (HSA) programs and contracted providers. The focus of the HOPES Team is to assertively outreach to and engage homeless individuals in a coordinated effort to wrap care around the individual, linking them to services that stabilize the individual’s medical and behavioral health needs. Once stabilized, the homeless individual will be linked to a long-term care coordination track that is based on their needs.

On November 20, 2018, the Board accepted the selection of ASR as the provider for the evaluation and performance outcomes analysis. ASR, in collaboration with HSA Behavioral Health staff, has developed an evaluation framework inclusive of measurements in the areas of: 1) System Coordination, 2) Access to Care, 3) Criminal Justice interface, 4) Quality of Life, and 5) Community Outcomes. Also, on November
20, 2018, the Board directed HSA to return by the end of January 2019, and, quarterly thereafter, with the following: a report of the number of clients enrolled in the HOPES program; the number of arrests and citations for these individuals six months prior to and six months after HOPES program enrollment; and any additional appropriate outcome measures.

Analysis

Data
Data has been captured since the inception of the HOPES team, from the period of March through November 2018. During this nine-month period, there has been a total of 246 referrals to HOPES. Of the 246 referrals, the HOPES Team made direct contact with 165 individuals, equivalent to 67% of the referrals. The Team was unable to locate 81 of the referred individuals. Reasons for this include inadequate information, individuals passing through town, and inability to make contact. Of the people contacted, 13 repeatedly refused any ongoing contact or services, and 7 individuals passed away in the course of the outreach, engagement, and service process.

Of the 165 individuals the HOPES Team contacted, 128 had a primary Substance Use Disorder (SUD), equivalent to 78% of the total served. The remaining 22% had a primary mental health condition. Nearly all the individuals contacted could be categorized with co-occurring mental health and SUDs. Twenty-five individuals were placed in SUD treatment programs.

The 165 individuals engaged in HOPES have received various levels of contact. Some received limited contact, only engaging in outreach efforts. Others additionally participated in case management, behavioral health, medical care, benefit referrals, and completion of VISPDATs for housing prioritization. To date, 29 individuals have completed HOPES and have been clinically stabilized and linked to ongoing services or returned to their community through Homeward Bound. The following tables characterize individuals referred to HOPES:

<table>
<thead>
<tr>
<th>HOPES Client Outcome Profiles: March - November 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Referrals - Source</strong></td>
</tr>
<tr>
<td>City of Santa Cruz:</td>
</tr>
<tr>
<td>Veterans Services:</td>
</tr>
<tr>
<td>Other Community-Based:</td>
</tr>
<tr>
<td><strong>Referrals - Contacted (Yes/No)</strong></td>
</tr>
<tr>
<td>No Contact - Unable to Locate:</td>
</tr>
<tr>
<td>Contacted:</td>
</tr>
<tr>
<td><strong>Contacted- Engagement</strong></td>
</tr>
<tr>
<td>a. Individuals Engaged:</td>
</tr>
<tr>
<td>b. Refused Outreach/Service:</td>
</tr>
<tr>
<td>Subtotal:</td>
</tr>
<tr>
<td><strong>Total Unduplicated Clients:</strong></td>
</tr>
<tr>
<td>246</td>
</tr>
<tr>
<td>246</td>
</tr>
</tbody>
</table>

Packet Pg. 253
**Total Individuals Who Completed HOPES – Stabilized and Engaged in Ongoing Services**

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engaged with Specialty Mental Health Services</td>
<td>15</td>
</tr>
<tr>
<td>Completed SUD Treatment Program and linked to ongoing services</td>
<td>7</td>
</tr>
<tr>
<td>Linked with ongoing Veteran Services</td>
<td>3</td>
</tr>
<tr>
<td>Homeward Bound</td>
<td>4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>29</strong></td>
</tr>
</tbody>
</table>

As the agreement with ASR was accepted by the Board in November 2018, and its work and subsequent data matrix are still under development, HSA is unable to report citation and arrest data at this time. As the interagency data systems are configured between HSA and the Sheriff’s Office, this information will be available in future updates. Further performance outcome measures include:

<table>
<thead>
<tr>
<th>System Coordination</th>
<th>Outcome Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Number of HOPES referrals&lt;br&gt;2. Number of completed Smart Pathway screenings&lt;br&gt;3. Percent of individuals consenting to treatment&lt;br&gt;4. Tracking of multidisciplinary team (MDT) meetings&lt;br&gt;5. Number of face-to-face contacts</td>
</tr>
<tr>
<td>Access to Care</td>
<td>1. Number connected to health homes&lt;br&gt;2. Number referred to Behavioral Health (BH) treatment&lt;br&gt;3. Number engaged in BH treatment</td>
</tr>
<tr>
<td>Criminal Justice</td>
<td>1. Number referred to PACT Specialty Court or BH Specialty Court&lt;br&gt;2. Number successfully completing the Specialty Courts&lt;br&gt;3. Number of arrests and citations 6 months prior &amp; 6 months post&lt;br&gt;4. Jail days 6 months prior &amp; 6 months post</td>
</tr>
<tr>
<td>Community</td>
<td>1. Point in Time count&lt;br&gt;2. Downtown Business Association satisfaction survey</td>
</tr>
</tbody>
</table>

**Staffing**
While the HOPES Team was initiated with in-kind service providers from HSA and contracted partners, the service need has required a dedicated staffing model to supply
core functions, still maintaining its in-kind multidisciplinary team augmentation. The following table lists the current dedicated staffing, and the planned expansion of dedicated staff through State Homeless Mentally Ill Outreach and Treatment funding:

<table>
<thead>
<tr>
<th>Position</th>
<th>Function</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health Client Specialist - SUDS (1 FTE)</td>
<td>SUD Specialist</td>
<td>Active</td>
</tr>
<tr>
<td>Mental Health Client Specialist - HPHP (1 FTE)</td>
<td>Health Specialist</td>
<td>Active</td>
</tr>
<tr>
<td>Mental Health Client Specialist - MH (1 FTE)</td>
<td>Mental Health Specialist &amp; Liaison to Court</td>
<td>New Position - redirected from Adult BH Services. Recruitment in process.</td>
</tr>
<tr>
<td>Senior/MHCS (2 FTE)</td>
<td>Mental Health/SUD Specialists</td>
<td>New HMIOT state funded positions. Creation of and recruitment in process.</td>
</tr>
<tr>
<td>MH Supervising Client Specialist (0.5 FTE)</td>
<td>Supervise Team</td>
<td>Active - Redirected 0.5 of existing Supervisor position for expanded team</td>
</tr>
<tr>
<td>BH Program Manager (1 FTE)</td>
<td>Managerial Oversight</td>
<td>Active - HOPES funded</td>
</tr>
</tbody>
</table>

The HOPES Team services continue to develop as client need indicates, as is reflected in the expansion of dedicated staff. The ability to utilize data to further refine services and methodologies will be enhanced as the formal evaluation process through ASR takes place.

**Strategic Plan Elements**

1.D (Comprehensive Health & Safety: Behavioral Health)
2.D (Attainable Housing: Homelessness)
6.D (County Operational Excellence: Continuous Improvement)

The HOPES Team model of service provides an opportunity to establish a well-coordinated and broader system of care for the County’s homeless population by leveraging multiple resources to increase the number of clients receiving services. The evaluation of specific performance outcome measures will appraise the quantity and quality of the HOPES services being delivered.

**Submitted by:**
Mimi Hall, Director of Health Services Agency

**Recommended by:**
County of Santa Cruz Board of Supervisors
Agenda Item Submittal

From: Health Services Agency: Behavioral Health Division
(831) 454-4000

Subject: Report Back on Conversion of the Former Harbor Veterinary Hospital Building

Meeting Date: January 29, 2019

Recommended Actions:

1) Accept and file project report on the renovation of the former Harbor Veterinarian building located at 2250 Soquel Avenue, Santa Cruz, and converting it to a behavioral health facility; and

2) Direct the Health Services Agency to work with the General Services Department and return during 2019 budget hearings with recommendations for development of the site.

Executive Summary

The Health Services Agency (HSA) is conducting planning analyses for renovating and converting the vacant building previously occupied by Harbor Veterinary Hospital to a facility for behavioral health programming in conjunction with operations of HSA’s adjacent Behavioral Health Center (BHC). HSA is exploring several options for locating clinical services there, including creating a new crisis program, relocating the Sobering Center, and relocating the Crisis Stabilization Program (CSP) from the BHC to potentially increase the number of inpatient beds.

Background

On June 12, 2018, the Board directed HSA to report back by the end of January 2019 on the feasibility of implementing building renovations to convert the vacant previous Harbor Veterinary building to a facility for behavioral health programming. On September 26, 2018, the HSA Director performed a site visit with HSA’s Facilities Project Manager, Behavioral Health Director, and Chief of Psychiatry. Additionally, HSA continues to review evolving feasibility planning and budgeting analyses for potential renovations of this building.

Analysis

Upon review of the site and plans of the vacant facility, HSA determined that the building requires significant repairs. The initial review determined that the building, at a minimum, needs:

- A complete interior tear-down and rebuild based on an architectural redesign of the interior space;
- Lead abatement in one of the examination rooms;
- A new roof and siding on the exterior of the building;
- New windows, and exterior doors;
- Likely replacement or upgrade of the electrical and plumbing systems;
- New floors and ceilings; and
- Construction of an Americans with Disabilities Act (ADA)-compliant bathroom and kitchen.

The building has a significant footprint on County-owned land adjacent to the BHC. The BHC houses a 16-bed inpatient unit and a CSP for children and adults. Given the significant financial investment that would be required to renovate the current structure, HSA is recommending that the building be torn down and replaced with a new two-story building to maximize the space available for services and staffing. The cost of these changes will be dependent on the design and future use of the site, which is still to be determined.

HSA is exploring several options for locating clinical services in such a facility, including creating a new crisis program, relocation of the Sobering Center, and relocation of the CSP from the BHC to potentially increase the number of inpatient beds. This would be dependent on State support of a potential new waiver program that will allow counties to increase the number of inpatient beds in psychiatric health facilities.

Until a new use is determined, HSA will be unable to provide an estimated cost for a new building at this site. HSA intends to work with the General Services Department to return with an update to the Board during June 2019 budget hearings, or thereafter, with recommendations for potential use-options for this site, and an estimated cost for constructing a new facility.

The June report will also consider strategies and needs identified as part of efforts to operationalize the County Strategic Plan, including long range facility planning.

**Strategic Plan Elements**

1.D (Comprehensive Health & Safety: Behavioral Health)

6.C (County Operational Excellence: County Infrastructure)

The planned conversion of the Harbor Veterinary building would allow HSA to provide additional behavioral health services to the community as well as optimize the functionality of this County-owned property.

**Submitted by:**

Mimi Hall, Director of Health Services Agency

**Recommended by:**

Carlos J. Palacios, County Administrative Officer
County of Santa Cruz Board of Supervisors
Agenda Item Submittal

From: Human Services Department: Family and Children’s Services Division
(831) 454-4130
Subject: Approve Family and Children’s Services Contract Amendments
Meeting Date: January 29, 2019

Recommended Action(s)

1) Adopt resolution accepting and appropriating unanticipated revenue in the amount of $3,735 from the Children’s Trust Fund in the Fiscal Year 2018-19 Human Services Department budget;

2) Approve an amendment to the agreement with Meridian Psychotherapy Group, increasing the contract amount by $4,782, to a total of $53,151, for counseling and support services, and authorize the Human Services Department Director to execute the amendment, and;

3) Approve an amendment to the agreement with United Way of Santa Cruz County increasing the contract amount by $3,735, to a new total of $36,545, for child abuse prevention activities, and authorize the Human Services Department Director to execute the amendment.

Executive Summary
To ensure an array of child abuse and neglect related supports, the Human Services Department (HSD) Family and Children’s Services Division (FCS) recommends the Board approve two contract amendments with Meridian Psychotherapy Group (Meridian) and United Way of Santa Cruz County (United Way). These amendments will utilize existing funding within the HSD Fiscal Year (FY) 2018-19 budget, and unanticipated revenue from the Children’s Trust Fund to provide these supportive services.

Background
FCS contracts for services ranging from prevention to treatment of child abuse and neglect. Permanency support services are a critical treatment for children who are not able to return to their birth families. Adoption is a permanent option for these children, and during the adoption process adoptive families need counseling and support. HSD has held a contract with Meridian since July 1, 2013, to provide counseling and support that helps families cope with the dynamic changes inherent in adoption, and that supports children who have experienced trauma, to adjust to their new family. Additional funding was determined to be available within HSD’s FY 2018-19 budget to augment this critical service.

United Way addresses prevention by serving as the Child Abuse Prevention Council
(CAPC) for Santa Cruz County and convening the Children’s Network comprised of various community-based organizations addressing child abuse prevention. The CAPC performs the core required functions of a child abuse prevention council as well as providing child abuse prevention messages to the public; and provides mandated reporter trainings to the community.

CAPC is a mandated program through the California Welfare and Institutions Code §1898.2. The United Way has been providing this service in Santa Cruz County since 2008. Due to temporary staffing challenges, the agreement underspent in FY 2017-18 and the United Way now has the capacity to utilize the unexpended funding for prevention efforts throughout the county in FY 2018-19.

Analysis
To maximize available funding and support these critical support services, HSD seeks the Board’s approval of contract amendments with Meridian, to add $4,782 to their current agreement for a new amount of $53,151; and with United Way, to add $3,735 to their current agreement for a new amount of $36,545. Both contracts have only minor changes to their scopes of work to reflect the increased budget, and will continue to be measured by the same outcomes that were established in their original contract.

Financial Impact
Upon the Board’s approval, the Children’s Trust Fund amount unexpended in FY 2017-18, outlined in the attached resolution accepting unanticipated revenue, will be re-budgeted into HSD’s current FY 2018-19 budget for the United Way agreement. Approval of the amendments does not result in an additional General Fund contribution.

- Meridian Psychotherapy Group No. 19W3915 – Index/GL Key: 392100-62885
- United Way of Santa Cruz County No. 19W3985 – Index/GL Key: 392400-75217

Strategic Plan Element(s)
1.D (Comprehensive Health & Safety: Behavioral Health) - The Meridian and United Way contracts lessen community impact of child abuse and neglect by providing prevention, education and direct mental health services for adoptive families with children who were formerly involved in child welfare.

Submitted by:
Ellen M. Timberlake, Director

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:
- Resolution AUD60 accepting unanticipated revenue
- ADM-29 Amend 19W3915 Meridian Psychotherapy Group
- Contract 19W3915 Amend – Meridian Psychotherapy Group
- ADM-29 Amend 19W3985 United Way
- Contract 19W3985 Amend – United Way of Santa Cruz County
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. ____________

On the motion of Supervisor ____________
Duly seconded by Supervisor ____________
The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is the recipient of funds, in the amount of $3,735, from Children's Trust Fund.

WHEREAS, the above-referenced funds are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code section 29130(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector accept the amount of $3,735 for use by the Human Services Department.

<table>
<thead>
<tr>
<th>GL Key</th>
<th>Revenue Object</th>
<th>Acct Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>392400</td>
<td>42384</td>
<td>Other Revenue</td>
<td>$3,735</td>
</tr>
</tbody>
</table>

and that such funds be and are hereby appointed as follows:

<table>
<thead>
<tr>
<th>GL Key</th>
<th>Expenditure Object</th>
<th>Acct Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>392400</td>
<td>75217</td>
<td>Child Abuse Prevention Council</td>
<td>$3,735</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this ________ day of ________, 20__ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS ____________

NOES: SUPERVISORS ____________

ABSENT: SUPERVISORS ____________

______________________________
Chair of the Board

AUD60 (Rev 4/15)
ATTEST:

___________________________
Clerk of the Board

DEPARTMENT HEAD  I hereby certify that the fiscal provisions have been researched and that the
Revenue(s) (has been) (will be) received within the current fiscal year.

By:  
Department Head

COUNTY ADMINISTRATIVE OFFICER

/X__/_ Recommended to Board
/
Not recommended to Board

APPROVED AS TO FORM:

___________________________  12/12/18
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

___________________________
Tamara Dunton
Accountant III
Human Services Department for:
Auditor-Controller-Treasurer-Tax Collector

Distribution:
Auditor-Controller-Treasurer-Tax Collector
County Counsel
County Administrative Officer
Originating Department
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Human Services- Welfare and MERIDIAN PSYCHOTHERAPY GROUP. The agreement will provide Adoption Promotion and Support Counseling.

Period of agreement is from 7/1/2018 to 6/30/2019.

Anticipated Cost is $48,369.00.

Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>Account/Description</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Extd Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019</td>
<td>GL 392100 - 62885 / JL WCEC3 - W675131</td>
<td>1</td>
<td>EA</td>
<td>$33,687</td>
<td>$33,687</td>
</tr>
<tr>
<td>2</td>
<td>2019</td>
<td>GL 392100 - 62885 / JL WCEC3 - W172031</td>
<td>1</td>
<td>EA</td>
<td>$14,682</td>
<td>$14,682</td>
</tr>
</tbody>
</table>

Note: If appropriations are insufficient, prepare and route a completed AUD-74 or AUD-60.

Workflow Approval History

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/07/18</td>
<td>HD012981</td>
<td>Sarah Heffernan</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>08/07/18</td>
<td>HD012151</td>
<td>Rick Harron</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
</tr>
<tr>
<td>10/01/18</td>
<td>CAO0035</td>
<td>David Brown</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>10/03/18</td>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Accepted</td>
</tr>
</tbody>
</table>

Note: BOS approved 6/26/18, #2.

State of California
County of Santa Cruz
I, Carlos Palacios, ex-officio Clerk of the Board of supervisors of the County of Santa Cruz, State of California, do hereby certify that the above request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order fully entered in the minutes of said Board on 6/26/2018.

By: Alicia Murillo, Deputy Clerk

AMENDMENTS ATTACHED
## Amendment

**Contractor**: V127878  MERIDIAN PSYCHOTHERAPY GROUP

### Amendment budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>End Date</th>
<th>Account</th>
<th>Type</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>2019</td>
<td>GL 392100 - 62885 / JL WCEC3 - W675131</td>
<td>U</td>
<td>$4,782.00</td>
<td></td>
</tr>
</tbody>
</table>

### Workflow Approval History

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/14/18  9:01:19</td>
<td>HD012981</td>
<td>Sarah Heffernan</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>12/14/18  9:27:19</td>
<td>HD012151</td>
<td>Rick Harron</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/14/19  13:20:50</td>
<td>CAO035</td>
<td>David Brown</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/14/19  13:20:50</td>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Pending</td>
</tr>
</tbody>
</table>

---

**THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD**

---

**Packet Pg. 264**
SECOND AMENDMENT TO AGREEMENT
Contract No. 19W3915

This Amendment to the Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MERIDIAN PSYCHOTHERAPY GROUP, hereinafter called CONTRACTOR. The parties hereto agree to amend Contract 3915 by the changes as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide counseling services to resource parents in the adoption process, as described in Exhibit A - Scope of Work, Amendment Two for the County of Santa Cruz Human Services Department (hereinafter called “the program”).

This amendment hereby rescinds existing Exhibit A – Scope of Work, Amendment One and replaces it with the attached Exhibit A – Scope of Work, Amendment Two.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed $53,151, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month, as specified in Exhibit B – Budget, Amendment Two.

This amendment hereby rescinds existing Exhibit B – Budget, Amendment One and replaces it with the attached Exhibit B – Budget, Amendment Two.

3. TERM. The term of this Contract shall be: July 1, 2018 through June 30, 2019. If this Contract is placed on the County’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

13. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

   Exhibit A – Scope of Work, Amendment Two
   Exhibit B – Budget, Amendment Two
   Exhibit C – Data Privacy and Security Confidentiality Agreement
   Exhibit F – Non-Discrimination

15. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

All other provisions of said Agreement shall remain the same.

//

//
SIGNATURE PAGE

FIRST AMENDMENT TO AGREEMENT
Contract No. 19W3915

MERIDIAN PSYCHOTHERAPY GROUP

Nancy Virestko, Principal
Date: 12/20/18

APPROVED AS TO INSURANCE:
Risk Management 12/21/18

COUNTY OF SANTA CRUZ
Human Services Department

Ellen M. Timberlake, Director
Date: ____________________________

APPROVED AS TO FORM:
Office of the County Counsel 12/21/18

Page 2 of 2
AGREEMENT OVERVIEW
The purpose of this contract is to promote, encourage and stabilize the adoption process by providing support services for resource families referred by the Family and Children Services (FCS) Division of the Human Services Department (HSD). A resource parent may be a licensed foster parent, an approved relative or an extended family member (such as a family friend, teacher, or neighbor) who is providing a home to a child in foster care.

The COUNTY is entering into a contract with Meridian Psychotherapy Group (CONTRACTOR) for their clinical expertise in providing counseling services to resource parents in the adoption process. CONTRACTOR provides culturally competent counseling and support services to pre- and post-adoptive families in order to reduce barriers to successful adoptions and help prevent disruptions of adoptive placements.

PERFORMANCE MEASUREMENTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>An average of 12 hours of counseling services will be provided to referred families.</td>
<td>85% of clients will have ease of access to services, satisfaction with services and perceived benefit of services.</td>
<td>85% of families will have improved permanency, see last page</td>
</tr>
<tr>
<td></td>
<td>Data Collection Tool: program survey</td>
<td>Data Collection Tool: therapist documentation</td>
</tr>
</tbody>
</table>

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall provide an average of 12 hours of counseling services to each family referred by COUNTY for individual/family counseling.

2. CONTRACTOR shall provide intensive services as well as follow-up throughout the remainder of the year for each of the families, as needed.

3. CONTRACTOR shall provide three (3) licensed therapists with offices in Santa Cruz County to perform all counseling services.

4. CONTRACTOR shall maintain contact logs detailing the units of services provided, including dates, time, and type of services (e.g., individual or family counseling) for clients meeting with each therapist. Clients will sign releases allowing therapists to provide contact logs to COUNTY. Further details of counseling will remain confidential and will not be reported.

5. CONTRACTOR shall maintain log sheets detailing dates, times, and types of service provided to each client referred by COUNTY.
6. CONTRACTOR shall work with community agencies to provide appropriate resources and referrals, but no formal interagency collaboration is required.

7. CONTRACTOR shall meet all reporting and invoicing requirements in a timely and comprehensive manner and will cooperate as necessary with the COUNTY to meet contract requirements.

COUNTY RESPONSIBILITIES

1. COUNTY will provide client referrals with sufficient contact and background information.

2. COUNTY may request meetings with CONTRACTOR, as needed, to review progress towards contract goals.

REPORTING AND COORDINATION REQUIREMENTS

REPORTING

1. CONTRACTOR shall provide a semiannual progress report using a COUNTY-provided reporting template and deliver to the COUNTY Centralized Contracting Unit Analyst by January 31, 2018 and July 31, 2018.

2. COUNTY reserves the right to request a Quarter 3 report, covering January through March, which will be due by April 30, 2018. Failure to submit Progress Reports by the dates due may result in the withholding of payment for invoices until the report is submitted.

3. CONTRACTOR shall provide data for annual Office of Child Abuse Prevention report with the number of families served, services provided, and ethnicity of those served, and deliver to the COUNTY FCS Analyst upon request.

RATES

1. CONTRACTOR shall provide counseling services at an hourly rate of $125.

INVOICING

2. CONTRACTOR shall provide a detailed monthly invoice, using a template and/or web-based database created by the COUNTY, to document program expenditures based on the contractual agreement in Exhibit B – Budget. Backup documentation on the activities is required and will be included in invoice template.

3. CONTRACTOR shall submit each invoice within 30 days following the end of the reported month, with the exception of the Quarter 4 invoices detailed below.

4. CONTRACTOR shall submit the actual May and estimated June 2019 invoices by 5 p.m. on Friday, June 7, 2019. The actual June 2019 invoice will be due by Friday, July 12, 2019.

5. CONTRACTOR shall submit invoices, and backup as required, for approval by COUNTY staff.
ADDITIONAL TERMS & CONDITIONS

1. Corrective Action: CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to submit a brief Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract (see Independent Contractor Agreement, section 4, Early Termination).

2. Federal Funding: CONTRACTOR shall certify that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.

3. Consistency of Service: Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR shall conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the appropriate COUNTY Program Manager.

4. Number of Referrals: In the event that the number of referrals made by the COUNTY exceeds the maximum amount detailed in this scope of work, or if program enrollments are anticipated to fall short of the target, the CONTRACTOR shall notify COUNTY authorized staff as soon as the issue is identified.

5. Publicity and Outreach: CONTRACTOR shall agree to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.

6. Media Inquiries: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-7543 or Leslie.Goodfriend@santacruzcounty.us. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this contract, the CONTRACTOR shall also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.
<table>
<thead>
<tr>
<th>LINE ITEM EXPENDITURES</th>
<th>SUFFIX -01</th>
<th>SUFFIX -02</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL COSTS – SALARIES &amp; BENEFITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Counseling Services at $125 per hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PERSONNEL COSTS</td>
<td>$33,687</td>
<td>$19,464</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$33,687</td>
<td>$19,464</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$53,151</td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT
DATA PRIVACY AND SECURITY CONFIDENTIALITY AGREEMENT

Contractor: MERIDIAN PSYCHOTHERAPY GROUP

1. PREAMBLE

CONTRACTOR, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (hereinafter referred to as COUNTY), and, if so, may have access to confidential data and personally identifiable information (collectively referred to as PII) pertaining to persons and/or entities receiving services from the COUNTY. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or by other vendors doing business with the COUNTY. The COUNTY has a legal obligation to protect all such PII in its possession, especially PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that the PII shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this Agreement as a condition of the attached contract with the COUNTY.

2. DEFINITIONS

  a. "PII" is confidential data and personally identifiable information directly obtained in the course of performing an administrative function on behalf of the COUNTY that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.

  b. “Confidential Materials” includes: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY whether hard copy or electronic data; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR.

  c. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the COUNTY, or the CONTRACTOR.

  d. “Secure environment” means any area where:
     i. Workers assist in the administration of services provided by COUNTY;
     ii. Workers use or disclose PII; or
     iii. PII is stored in paper or electronic format

  c. “Breach” refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. AGREEMENTS

a. CONTRACTOR hereby agrees not to divulge to any unauthorized person, company or organization any of the PII obtained while performing work pursuant to the attached contract with the COUNTY without the prior written consent of the participant.

b. CONTRACTOR agrees to forward all requests for the release of any PII received by it/her/him to the Program Manager or Analyst associated with the attached contract.

c. CONTRACTOR further agrees to keep confidential: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR under the attached contract.

d. CONTRACTOR agrees to protect said Confidential Materials against disclosure to other than COUNTY employees who have a need to know the information.

e. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion of termination of the attached contract.

f. CONTRACTOR shall limit use of any PII provided by the COUNTY, or by the participant, solely for the purpose of administering the program supported by this Agreement.

g. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials in the CONTRACTOR’s possession shall continue in effect beyond the termination of this Agreement, and shall continue until the PII and Confidential Materials are destroyed or returned to COUNTY.

h. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request of CONTRACTOR.

4. INFORMATION SECURITY AND PRIVACY STAFFING

a. CONTRACTOR agrees to report immediately to the designated Human Services Department Contract Manager as well as to the COUNTY Security Compliance Officer [InformationSecurityOfficer@santaoscoun ty.us or (831) 454-4840] any and all violations of this Agreement by it/her/him and by any other person, company or organization of which it becomes aware.

5. PERSONNEL CONTROLS

a. CONTRACTOR shall inform all of their employees involved in the work under this Agreement and attached contract of the requirements concerning confidentiality in the handling of PII. The improper use or disclosure of PII for any other purpose may carry civil and/or criminal sanctions at a personal level.

b. It is acknowledged that violation of this Agreement may subject CONTRACTOR to termination of the attached contract, civil and/or criminal action and that the COUNTY may seek possible legal redress.

c. CONTRACTOR employees pertinent to this contract must perform the following security measures annually:
   i. Complete an online training course regarding privacy and security to be provided by COUNTY;
   ii. Sign individual confidentiality statements provided by COUNTY and submit to COUNTY;
   iii. Conduct other activities related to assurance of information security, if directed by COUNTY.
EXHIBIT C

Agreement No. 19W3915

d. COUNTY and CONTRACTOR acknowledge that Federal and State laws relating to data security and privacy are rapidly evolving. COUNTY may at any time develop further details to confidentiality protocols as it relates to contracted work, which as approved will be submitted formally to the CONTRACTOR.

6. PHYSICAL SECURITY

a. The CONTRACTOR awarded funds under the attached contract shall maintain, use and store all PII and information gathered pertaining to program participants in a secure environment in order to ensure the participant’s right to confidentiality.

7. TECHNICAL SECURITY CONTROLS

At all times CONTRACTOR shall use secure systems to access, store, process and transmit PII.

8. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

a. During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

i. Initial Notice to COUNTY by email to COUNTY Security Compliance Officer InformationSecurityOfficer@santacruzcounty.us as well as by phone to (831)454-4840. Notice shall include all information known at the time and shall be made:

1. Immediately upon discovery of a suspected security incident that involves PII provided to CONTRACTOR by the COUNTY.

2. Within one working day of discovery, the CONTRACTOR shall notify COUNTY of:

   i. Any incident involving unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person;

   ii. Any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement;

   iii. Potential loss of PII affecting this Agreement.

NAME: Nancy Viostko

(Signature)

DATE: 8/15/19

NAME: Nancy Viostko

POSITION: Principal
ASSURANCE OF COMPLIANCE WITH THE HUMAN SERVICES DEPARTMENT

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

MERIDIAN PSYCHOTHERAPY GROUP
Contract No. 19W3915

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 8/15/18

Signature of Nancy Virostko, Principal

Address of Vendor/Recipient: Meridian Psychotherapy Group
125 Pennsylvania Avenue
Santa Cruz, CA 95062
**Contract No.** 19W3985  
**Contractor** V123431 UNITED WAY OF SANTA CRUZ COUNTY

<table>
<thead>
<tr>
<th>Type</th>
<th>GN</th>
<th>ICA General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td>Security Code</td>
<td>Human Services-Welfare</td>
</tr>
<tr>
<td>Original Amount</td>
<td>Amendment Total</td>
<td>Current Maximum Total</td>
</tr>
<tr>
<td>$32,810.00</td>
<td>$0.00</td>
<td>$32,810.00</td>
</tr>
<tr>
<td>Administrator</td>
<td>CAL Sec</td>
<td>CALSECII</td>
</tr>
</tbody>
</table>

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Human Services-Welfare and UNITED WAY OF SANTA CRUZ COUNTY. The agreement will provide Child Abuse Prevention Council & Children Network.

Period of agreement is from 7/1/2018 to 6/30/2019.

Anticipated Cost is $32,810.00.

Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>Account/Description</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Extd Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019</td>
<td>GL 392400 - 75217 / JL WNOC - W431</td>
<td>1</td>
<td>EA</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Child Abuse Prevention Council &amp; Children Network</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2019</td>
<td>GL 392400 - 75217 / JL WNOC - W432</td>
<td>1</td>
<td>EA</td>
<td>$17,810.00</td>
<td>$17,810.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Child Abuse Prevention Council &amp; Children Network</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

**Workflow Approval History**

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/08/18 15:24:29</td>
<td>HD012981</td>
<td>Sarah Heffernan</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>08/08/18 15:41:28</td>
<td>HD012151</td>
<td>Rick Harron</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
</tr>
<tr>
<td>09/24/18 12:51:00</td>
<td>CAO0035</td>
<td>David Brown</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>09/24/18 16:24:21</td>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Accepted</td>
</tr>
</tbody>
</table>

Note: BOS approved 6/26/18, #2.

State of California  
County of Santa Cruz  
I, Carlos Palacios, ex-officio Clerk of the Board of supervisors of the County of Santa Cruz, State of California, do hereby certify that the above request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order fully entered in the minutes of said Board on 6/26/2018.

By: Alicia Murillo, Deputy Clerk

**AMENDMENTS ATTACHED**

SCZCM1001: County Form ADM-29 Amendments
Change Order 1 Change Description: Increase Contract Amount

Amendment budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>End Date</th>
<th>Account</th>
<th>Type</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019</td>
<td>GL 392400 - 75217 / JL WNOC - W431</td>
<td>U</td>
<td>$2,377.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2019</td>
<td>GL 392400 - 75217 / JL WNOC - W432</td>
<td>U</td>
<td>$1,358.00</td>
<td></td>
</tr>
</tbody>
</table>

$3,735.00

Workflow Approval History

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/14/19 14:08:00 HD012981</td>
<td>Sarah Heffernan</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>01/14/19 15:36:37 HD012151</td>
<td>Rick Harron</td>
<td>Department Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>01/15/19 10:28:15 CAO035</td>
<td>David Brown</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Pending</td>
<td></td>
</tr>
</tbody>
</table>

******************************************************************************************************************************************
THIS AMENDMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD
******************************************************************************************************************************************
SECOND AMENDMENT TO AGREEMENT
Contract No. 19W3985

This Amendment to the Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and UNITED WAY OF SANTA CRUZ COUNTY, hereinafter called CONTRACTOR. The parties hereto agree to amend Contract 3985 by the changes as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide coordination and support for the Children’s Network and Child Abuse Prevention Council in accordance with the attached Exhibit A – Scope of Work, Amendment Two for the County of Santa Cruz Human Services Department (hereinafter called “the program”).

This amendment hereby rescinds existing Exhibit A - Scope of Work, Amendment One, and replaces it with the attached Exhibit A - Scope of Work, Amendment Two.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed $36,545, after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month and in accordance with the attached Exhibit B - Budget, Amendment Two.

This amendment hereby rescinds existing Exhibit B - Budget, Amendment One and replaces it with the attached Exhibit B - Budget, Amendment Two.

3. **TERM.** The term of this Contract shall be: July 1, 2018 through June 30, 2019. If this Contract is placed on the County’s Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

- Exhibit A – Scope of Work, Amendment Two
- Exhibit B – Budget, Amendment Two

15. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

All other provisions of said Agreement shall remain the same.

//
//
///
//
SIGNATURE PAGE

FIRST AMENDMENT TO AGREEMENT
Contract No. 19W3985

UNITED WAY OF SANTA CRUZ COUNTY
Keisha Frost, CEO
Date: 12/14/18

COUNTY OF SANTA CRUZ
Human Services Department
Ellen M. Timberlake, Director
Date: 

APPROVED AS TO INSURANCE:
Risk Management 12/12/18

APPROVED AS TO FORM:
Office of the County Counsel 12/12/18
AGREEMENT OVERVIEW

The Children’s Network was designated to serve as the Child Abuse Prevention Council (CAPC) for Santa Cruz County in 2008. The Children’s Network CAPC is comprised of volunteer members of the Children’s Network, and the purpose of this contract is to provide the staff support for the CAPC.

The CAPC performs the core required functions of a child abuse prevention council as defined in the California Welfare and Institutions Code §1898.2, including provision of a forum for interagency cooperation and communication in prevention, detection and treatment of child abuse cases. The CAPC provides child abuse prevention messages to the public by disseminating information about resources to families and to other members of the Children’s Network, for distribution to the families that they serve. The CAPC maintains a public website with prevention materials, resources and referral information. During Child Abuse Prevention Month, the CAPC coordinates a public media campaign to promote public awareness of the abuse and neglect of children, and the resources available for intervention and treatment. The CAPC also provides mandated reporter trainings to the community.

The COUNTY is entering into a contract with United Way of Santa Cruz County (CONTRACTOR) for their expertise in performing the core functions required of such councils, including the provision of child abuse prevention and early intervention messages and resource information to the community.

PERFORMANCE MEASUREMENTS

<table>
<thead>
<tr>
<th>How Many Services Will Be Provided?</th>
<th>How Well Will Services Be Provided?</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 Trainings – Mandated Reporter Trainings</td>
<td>90% of participants receive services as designed</td>
</tr>
<tr>
<td></td>
<td>Data Collection Tool: The Child Abuse and Neglect Mandated Reporting Law Post-Training Assessment, at training completion.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How Many Services Will Be Provided?</th>
<th>How Well Will Services Be Provided?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5) Presentations – Children’s Network Meetings</td>
<td>90% of participants receive services as designed</td>
</tr>
<tr>
<td></td>
<td>Data Collection Tool: program developed survey at the close of each meeting.</td>
</tr>
</tbody>
</table>

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall integrate the interagency cooperation and coordination function of a CAPC into bimonthly meetings of the Children’s Network.

2. CONTRACTOR shall provide Continuing Education, credit approved Annual Seminar for 100 COUNTY staff on newest research and evidenced based practices to prevent child abuse and neglect so as to improve services to families and victims once every year.

3. CONTRACTOR shall provide COUNTY staff with knowledge on newest research and evidenced based practices to prevent child abuse and neglect. For the Annual Seminar, CONTRACTOR shall measure the service being provided through surveys and assessments.

4. CONTRACTOR shall utilize Level 1 of Triple P-Positive Parenting Program in messages to the community. Communication Strategy shall include: (A) Submit one [1] “Community Matters”
UNIVERSITY OF SANTA CRUZ COUNTRY
CHILD ABUSE PREVENTION COUNCIL & CHILDREN'S NETWORK

5. CONTRACTOR shall use ongoing health promotion and social marketing strategies to increase community awareness, acceptance and involvement in the Triple P Program.

6. CONTRACTOR shall employ frequent use of print, internet and electronic media to provide useful information about parenting and create a sense of optimism by showing solutions to common behavior and developmental concerns in children.

7. CONTRACTOR shall submit one "Community Matters" column a month in the Register-Pajaronian to child abuse prevention topics and programs.

8. CONTRACTOR shall request the KSBW Channel 8 TV's year-round Success By 6 commercials carry Triple P content and messages ongoing.

9. CONTRACTOR shall conduct eleven (11) Mandated Reporter Trainings while incorporating information on Triple P resources. Mandated Reporter Trainings shall be provided in English and in Spanish, in both North and South county, quarterly at minimum. At least three trainings will be scheduled during the summer months (May – July) to address the annual increase in need from those working as staff to summer camps, with organizations providing summer activities, and with schools.

MUTUAL RESPONSIBILITIES
COUNTY and CONTRACTOR shall meet semiannually to review progress towards contract goals. Meetings shall occur around the end of the first and third quarter.

REPORTING AND COORDINATION REQUIREMENTS

RECAPITULATION

1. CONTRACTOR shall provide a summary of Activities using COUNTY provided template, delivered to Centralized Contracting Unit (CCU) Analyst via email, due January 31, 2018 and July 31, 2018.

2. COUNTY reserves the right to request a Quarter 3 summary report, covering January through March, which will be due by April 30, 2019.

3. CONTRACTOR shall provide a second, separate summary report of data for annual Office of Child Abuse Prevention report regarding services and activities provided, delivered to the COUNTY FCS Analyst via email, due as requested by FCS Analyst and usually in September.

4. Failure to submit Progress Reports by the dates due may result in the withholding of payment for invoices until the report is submitted.
UNIVERSITY OF SANTA CRUZ COUNTY

CHILD ABUSE PREVENTION COUNCIL & CHILDREN’S NETWORK

BUDGET

1. Transfers between budget categories may be made only through a budget modification, which must be requested to the COUNTY in writing by the CONTRACTOR in advance of the modification, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget, or requests to increase the approved budget, may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment. Final budget modification request must be received by May 15, 2019, and must have prior approval by COUNTY authorized staff.

INVOICING

1. CONTRACTOR shall provide a detailed monthly invoice, using a template and/or web-based database created by the COUNTY, to document program expenditures based on the contractual agreement in Exhibit B – Budget, Amendment Two. Backup documentation on the activities is required and will be included in invoice template.

2. CONTRACTOR shall submit each invoice within 30 days following the end of the reported month, with the exception of the Quarter 4 invoices detailed below.

3. CONTRACTOR shall submit the actual May and estimated June 2019 invoices by 5 p.m. on Friday, June 7, 2019. The actual June 2019 invoice will be due by Friday, July 12, 2019.

4. CONTRACTOR shall submit invoices, and backup as required, for approval by COUNTY staff via email to HSDCCUMail@santacruzcounty.us, or by mailing hard copies to the following address: Centralized Contracting Unit, County of Santa Cruz – Human Services Department, 1040 Emeline Ave, Santa Cruz, CA 95060.

ADDITIONAL TERMS AND CONDITIONS

1. CORRECTIVE ACTION: The CONTRACTOR is expected to perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems, and will also require the CONTRACTOR to submit a brief Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract (see Independent Contractor Agreement, section 4, Early Termination).

2. FEDERAL FUNDING: CONTRACTOR certifies that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.

3. UNINTERRUPTED PROVISION OF SERVICES: In order to maintain uninterrupted services under this agreement, the CONTRACTOR will ensure that the budgeted staffing for the contracted services are maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff must be replaced within 90 days of the start of staffing vacancies.
UNITED WAY OF SANTA CRUZ COUNTY

CHILD ABUSE PREVENTION COUNCIL & CHILDREN'S NETWORK

4. NOTIFICATION OF PERSONNEL CHANGES: In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., executive director, manager of contracted program, direct service staff), the CONTRACTOR shall report changes to the COUNTY within 10 business days of occurrence.

5. CONSISTENCY OF SERVICE: Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR will conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the appropriate COUNTY Program Manager.

6. PUBLICITY AND OUTREACH: The CONTRACTOR agrees to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. The CONTRACTOR will ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials, and will obtain these directly from COUNTY authorized staff for approved uses.

7. MEDIA INQUIRIES: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR will notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-4088 or Leslie.Goodfriend@santacruzounty.us. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this contract, the CONTRACTOR must also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.
<table>
<thead>
<tr>
<th>LINE ITEM EXPENDITURES</th>
<th>SUFFIX -01 CAPC</th>
<th>SUFFIX -02 CHILDREN'S NETWORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL COSTS - SALARIES &amp; BENEFITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Director 0.03 FTE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Coordinator 0.32 FTE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PERSONNEL COSTS</td>
<td>$13,808</td>
<td>$10,231</td>
</tr>
<tr>
<td>NON-PERSONNEL COSTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment, Maintenance &amp; Technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel &amp; Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent &amp; Utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc. Operating Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL NON-PERSONNEL COSTS</td>
<td>$3,569</td>
<td>$6,978</td>
</tr>
<tr>
<td>ADMINISTRATIVE OVERHEAD</td>
<td>$0</td>
<td>$1,959</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$17,377</td>
<td>$19,168</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td>$36,545</td>
</tr>
</tbody>
</table>
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Human Services Department: Community Programs
      (831) 454-4130
Subject: Report Back on Reallocation of CORE Investment Funds and Optimal Solutions Amendment
Meeting Date: January 29, 2019

Recommended Action(s):

1) Approve recommendations for the reallocation of unexpended FY 2017-18 CORE funds in the amount of $114,525 for non-profit technical assistance;

2) Approve recommendations for substance use disorder services funded by the reallocation of FY 2018-19 CORE funds in the annual amount of $140,000, and direct the Human Services Department to develop the related agreements;

3) Adopt resolution appropriating unanticipated revenue in the amount of $15,000 from the City of Santa Cruz and First 5 Santa Cruz County in the FY 2018-19 Human Services Department budget;

4) Approve transfer of appropriations in the amount of $15,000 from the Health Services Agency to the Human Services Department;

5) Approve an amendment to the agreement with Optimal Solutions to extend the term and increase the contract by $80,150, for a new total of $141,150, to provide consultant services for CORE Investments, and authorize the Human Services Director to sign the amendment; and

6) Direct the Human Services Department to return in June 2019 with a report on Phase 3 of CORE Investments.

Executive Summary
The Collective of Results and Evidence-based (CORE) Investments is a collective impact funding model and movement designed to improve the well-being of county residents. The Human Services Department (HSD) recommends acceptance of staff recommendations for the reallocation of unexpended Fiscal Year (FY) 2017-18 CORE funds, which will be used to provide one-time technical assistance to support non-profits. Additionally, for FY 2018-19 and the remainder of the CORE funding contract cycle, staff recommends awarding the remaining CORE funding to three substance use disorder providers that responded to the Letter of Interest (LOI). Finally, HSD recommends the Board approve a contract amendment with Optimal Solutions Consulting (Optimal Solutions) to facilitate the funding model’s next phase, which will be focused on operationalizing the enhanced CORE Investments framework.
Background
On October 30, 2018, HSD provided a report on the first year of CORE Investments contracts, information on unexpended CORE funds and recommendations for next steps on the reallocation of those funds. The unexpended County Core Investments funds were formerly allocated to Encompass Community Services through the CORE request for proposal process. The Nuevo Día program, originally designed to provide a Sober Living Environment (SLE) for women with substance use disorders and their children, was not able to launch due to unforeseen health and safety challenges with the site. As a result, there were unexpended CORE funds in the amount of $114,525 in FY 2017-18 and $140,000 per year for the remaining CORE funding contract cycle. Staff recommended the following strategies to redistribute unspent CORE funds and was directed to report back in January 2019:

1) Consult with non-profit stakeholders on ideas for using unspent FY 2017-18 funds to support one-time technical assistance needs; and

2) Issue a letter of interest redirecting unspent FY 2018-19 CORE funding for substance use disorder services for FY 2018-19 and the remainder of the CORE funding cycle.

The Board also received a report from Optimal Solutions on Phase 2 enhancements to the CORE Investments model with direction that HSD report back in January 2019 with a contract amendment to implement Phase 3 of CORE Investments.

Analysis

Reallocation of Unexpended Funds
Opportunities to reallocate the $114,525 in one-time unexpended FY 2017-18 CORE Investments funds and $140,000 per year for the remaining CORE funding contract cycle were examined by staff and stakeholders and the recommendations are outlined below.

Non-Profit Technical Assistance: HSD obtained feedback from the CORE Steering Committee, the Human Care Alliance, CORE providers via a survey administered by the CORE consultant, and the Health Services Agency (HSA) on recommendations for the unexpended $114,525 in FY 2017-18 CORE Investment funds. Most of the input from providers and stakeholders highlighted the desire and need for on-going training for non-profits. The CORE Steering Committee endorsed four broad categories of technical assistance presented by the CORE consultants and, in the survey, 39 of the 44 CORE providers ranked those categories in order of priority:

1. Using an equity lens in all aspects of planning, service delivery, and evaluation
2. Using data findings for quality improvement (QI) and communications
3. Selecting and implementing methods and tools for data collection and evaluation
4. Selecting, implementing, and evaluating Evidenced-Based Programs and Practices (EBPs)
Other key technical assistance requests were:

1. Request by the Human Care Alliance for funds to support a non-profit wage study
2. Support to identify new and leveraged revenue sources
3. Identification and implementation of sector specific EBP strategies

In addition, for Drug Medi-Cal Organized Delivery System (DMC-ODS) behavioral health providers that have expanded SUD treatment services, HSA proposes providing training, technical assistance and consultation across the following areas:

- Managing the costs and risks of scaling up capacity to maximize services and billing to contract limits
- Assessing elements of client and service volume, optimizing utilization management
- Comprehensive data mining and analysis with the Avatar electronic health records system to better inform system outcomes and improvements
- Marketing and outreach strategies regarding the availability of expanded services across a continuum of prevention, early intervention and treatment services

Based on these findings, recommendations for distribution of the unexpended $114,525 in CORE funds are as follows:

- $50,000 for technical assistance as outlined above to support behavioral health providers in FY 2018-19
- $20,000 for technical assistance in the priority categories to support non-profits in FY 2018-19
- $44,525 to be carried forward into FY 2019-20 to continue to provide technical assistance in the identified priority categories

LOI for Substance Use Disorder Services: On November 20, 2018, HSD obtained the Board’s approval to release an LOI solicitation for SUD services. The LOI was open to five agencies that applied for services aligned with the Substance Use Disorder Prevention and Treatment strategic plan and/or are currently providing County-contracted SUD services. HSD received four responses from three agencies by the due date of December 19, 2018.

HSD and HSA staff reviewed the four proposals submitted. The proposals fell largely into two categories: funds to provide training to staff and SUD treatment. All proposals were thoughtful and proposed needed services, however the amount of funds available was not sufficient to fund all the requests. The agencies and programs recommended for award are listed below and more fully discussed in Attachment A: Award Recommendations for Substance Use Disorder Services.
<table>
<thead>
<tr>
<th>Agency</th>
<th>Request Summary</th>
<th>Funding Recommendation FY 2018-19</th>
<th>Funding Recommendation FY 2019-20 &amp; FY 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janus of Santa Cruz</td>
<td>Staff training on EBP</td>
<td>$25,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>New Life Community Services-Gemma</td>
<td>SUD Treatment</td>
<td>$73,516</td>
<td>$52,988</td>
</tr>
<tr>
<td>Pajaro Valley Prevention and Student Assistance (PVPSA)</td>
<td>Participant workshops, information &amp; referrals, outpatient services and curriculum development</td>
<td>$41,484</td>
<td>$67,012</td>
</tr>
</tbody>
</table>

HSD recommends developing Purchase Orders for two of the awards and an amendment with PVPSA as it is an expansion of their CORE funded program. Upon the Board’s approval of these recommendations, the agencies and HSD staff will develop agreements to allocate these funds.

**CORE Consultant Amendment**

In support of the progress that occurred in the past year, HSD is returning with a contract amendment for Optimal Solutions to initiate the next phase, Phase 3. Funding to support the continued development of CORE Investments through the facilitation and leadership from Optimal Solutions will come from a variety of sources:

- City of Santa Cruz - $5,000
- First 5 Santa Cruz County - $10,000
- Health Services Agency - $15,000
- Human Services Department - $50,150

To this end, HSD recommends the Board adopt the attached resolution to accept and appropriate $15,000 in unanticipated revenue from the City of Santa Cruz and First 5 Santa Cruz County, and approve the attached transfer of budget appropriations from HSA to HSD in the amount of $15,000.

It is expected that during this phase, Optimal Solutions will lead community partners to finish populating the results menu for each CORE condition with agreed-upon community-level impacts and indicators, strategies, evidence-based approaches, and program-level outcomes and indicators. This upcoming work, detailed in the attached contract, will set the stage so that local funders can use the CORE Investments model.
to inform their procurement and contracting processes. HSD recommends approval of the contract amendment for an increase of $80,150 and extension of the term to the end of the current fiscal year.

HSD is seeking grants to provide financial support to CORE Investments during FY 2019-20 and beyond. In April, HSD will submit a proposal to the Monterey Peninsula Foundation to provide funding for the next phases of CORE Investments which will begin in FY 2019-20. As described in the February 6, 2018 Board memo, Monterey Peninsula Foundation (MPF) supported Phase II of Core Investments, which included developing the vision, mission of CORE and the creation of the CORE conditions. MPF has expressed interest in continuing to support CORE Investments and the funding request, if successful, would begin in July 2019.

HSD also submitted a letter of intent to the Kresge Foundation on January 28, 2019 for a Human Services grant titled, Next Generation Initiative, which seeks to invest in human service organizations that are improving social and economic mobility for children and families. If HSD is invited to submit a full proposal, this funding will support the continued work of CORE investments for both FY 2019-20 and FY 2020-21.

Financial Impact
The Optimal Solutions contract amendment will be funded through contributions by the City of Santa Cruz, First 5 Santa Cruz County, HSA and with funding available in the FY 2018-19 HSD budget. Approval of the amendment does not result in an impact to the County General Fund.

Optimal Solutions Consulting No. 19W4050 – Index/GL Key: 392100/62381

Strategic Plan Element(s)
1.B (Comprehensive Health & Safety: Community Support) - CORE Investments is a collective impact funding model and movement designed to improve the well-being of county residents.

Submitted by:
Ellen M. Timberlake, Director

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:

a Award Recommendations for Substance Use Disorder Services - Attachment A
b Resolution AUD60 Optimal Solutions
c AUD74 Optimal Solutions
d ADM-29 Amend 19W4050 Optimal Solutions
e 19W4050 Amendment One - Optimal Solutions
Attachment A: Award Recommendations for CORE Investments Substance Use Disorder (SUD) Services

In response to the CORE SUD Letter of Interest solicitation, four program proposals were submitted from three agencies. The table below identifies the recommended award amounts and includes a short description of the proposal objective. Programs are listed in order of award amount.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Program</th>
<th>Short Description</th>
<th>Award Recommendation – FY 18/19</th>
<th>Award Recommendation – FY 19/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pajaro Valley Prevention and Student Assistance</td>
<td>Seven Challenges Program Services Expansion</td>
<td>Addition of a 1.0 FTE SUD Counselor assigned to two secondary school sites currently receiving little or no SUD support services.</td>
<td>$41,484</td>
<td>$67,012</td>
</tr>
<tr>
<td>New Life Community Services</td>
<td>Gemma</td>
<td>Program operating costs to provide additional bed days at transitional home for women exiting custody.</td>
<td>$73,516</td>
<td>$52,988</td>
</tr>
<tr>
<td>Janus</td>
<td>Co-Occurring Disorders (COD) Program</td>
<td>Specialized training and consultation for implementation of EBPs to treat co-occurring substance use and mental disorders.</td>
<td>$25,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>New Life Community Services</td>
<td>New Life Main</td>
<td>Staff training on several EBPs and provision of community-based trainings on resources for health care, housing, and behavioral health services.</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$140,000</td>
<td>$140,000</td>
</tr>
</tbody>
</table>
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. ____________

On the motion of Supervisor ____________
Duly seconded by Supervisor ____________
The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is the recipient of funds, in the amount of $15,000, from The City of Santa Cruz and First 5 Santa Cruz County,

WHEREAS, the above-referenced funds are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code section 29130(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector accept the amount of $15,000 for use by the Human Services Department.

<table>
<thead>
<tr>
<th>GL Key</th>
<th>Revenue Object</th>
<th>Acct Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>392100</td>
<td>41161</td>
<td>Aid from Oth Gov</td>
<td>$10,000</td>
</tr>
<tr>
<td>392100</td>
<td>41156</td>
<td>Aid from Oth Gov-Cities</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

and that such funds be and are hereby appointed as follows:

<table>
<thead>
<tr>
<th>GL Key</th>
<th>Expenditure Object</th>
<th>Acct Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>392100</td>
<td>62381</td>
<td>Professional Services</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this ____________ day of ____________, 20__ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS ____________

NOES: SUPERVISORS ____________

ABSENT: SUPERVISORS ____________

_________________________________
Chair of the Board
ATTEST:

____________________________
Clerk of the Board

DEPARTMENT HEAD  I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been)(will be) received within the current fiscal year.

By ____________________________  Date: 1-14-19
Department Head

COUNTY ADMINISTRATIVE OFFICER

/ X /  Recommended to Board
/ ___ /  Not recommended to Board

APPROVED AS TO FORM:

__________________________  1/15/19
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

__________________________
Tamara Dunton
Accountant III
Human Services Department for:
Auditor-Controller-Treasurer-Tax Collector

Distribution:
Auditor-Controller-Treasurer-Tax Collector
County Counsel
County Administrative Officer
Originating Department
COUNTY OF SANTA CRUZ
REQUEST FOR TRANSFER OR REVISION
OF BUDGET APPROPRIATIONS AND / OR FUNDS

Department: Human Services Department  Date: January 14, 2019

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending - June 30, 2019

<table>
<thead>
<tr>
<th>AUDITORS USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCUMENT #</td>
</tr>
<tr>
<td>JO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Key Object User Code Amount Account Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>392100 62381 15,000 Professional Services</td>
</tr>
<tr>
<td>392100 95225 15,000 Intra Fund Trf - Other</td>
</tr>
</tbody>
</table>

Explanation: To receive payment from H.S.A for its contribution to a CORE investments contract with Optimal Solutions

Name Rick Harron  Title Chief of Fiscal Services

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by Tamara Dunton Deputy Date 14-Jan-19

County Administrative Officer’s Action: (x) Recommended to Board ( ) Approved ( ) Not Recommended or Approved

County Administrative Officer Date 16-Jan-19

State of California As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on

County of Santa Cruz 2019 By Deputy Clerk

(A-C) * Decs: Item - Budget Transfer A-C Review

Distribution:
- White-Board of Supervisors
- Yellow-Auditor-Controller
- Green-County Administrative Officer
- Pink-Originating Department
- Goldenrod-Departmental Control Copy

AUD74 (HSD Rev 06/08)
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Human Services- Welfare and YOUNG, NICOLE M.

The agreement will provide CORE Investments Consulting

Period of agreement is from 1/1/2019 to 6/30/2019.

Anticipated Cost is $80,150.00.

Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>Account/Description</th>
<th>Price</th>
<th>Extd Amt</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Extd Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>GL 392100 - 62381 / JL WCEC4 - W424 CORE Investments Consulting</td>
<td>$80,150.00</td>
<td>$80,150.00</td>
<td>1</td>
<td>EA</td>
<td>$80,150.00</td>
<td>$80,150.00</td>
</tr>
</tbody>
</table>

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/16/19 12:26:58 HD012981</td>
<td>Sarah Heffernan</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>01/16/19 14:43:44 HD012981</td>
<td>Sarah Heffernan</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>01/17/19 15:13:20 HD012151</td>
<td>Rick Harron</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>01/18/19 15:14:19 CAO035</td>
<td>David Brown</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
<td></td>
</tr>
<tr>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Pending</td>
<td></td>
</tr>
</tbody>
</table>

*****************************************************************************************************************************************
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD
*****************************************************************************************************************************************
AMENDMENT ONE TO AGREEMENT
Contract No. 19W4050

This Amendment to the Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and OPTIMAL SOLUTIONS CONSULTING, hereinafter called CONTRACTOR. The purpose of this amendment is to extend the term and scope of consultant services in support of developing Phase III of CORE Investments. The parties hereto agree to amend contract 4050 by the changes as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide infrastructure development and provide technical assistance and training to stakeholders for Phase III of Collective of Results-Based (CORE) Investments as described in Exhibit A: Scope of Work for the County of Santa Cruz Human Services Department (hereinafter "the project").

This amendment, hereby rescinds existing Exhibit A: Scope of Work and replaces it with the attached Exhibit A: Scope of Work, Amendment One.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed $141,150 processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month, as outlined in Exhibit B: Budget, Amendment One.

This amendment hereby rescinds existing Exhibit B: Budget and replaces it with the attached Exhibit B: Budget, Amendment One.

3. TERM. The term of this Contract shall be: February 6, 2018 through June 30, 2019. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

13. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract amendment includes the following attachments:

   Exhibit A: Scope of Work, Amendment One
   Exhibit B: Budget, Amendment One

15. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

All other provisions of said Agreement shall remain the same.

OPTIMAL SOLUTIONS CONSULTING

[Signature]
Nicole M. Young, Owner/Principal

COUNTY OF SANTA CRUZ
Human Services Department

[Signature]
Ellen M. Timberlake, Director

Date:

Page 1 of 2
AMENDMENT ONE TO AGREEMENT
Contract No. 19W4050

APPROVED AS TO INSURANCE:

Risk Management

APPROVED AS TO FORM:

Assistant County Counsel
Name of Contractor: Optimal Solutions Consulting  
Project Title: CORE Investments  
Contract Amount: Not to Exceed $141,150

PROJECT OVERVIEW
The Collective of Results and Evidence-Based (CORE) Investments initiative is a collective impact framework designed to direct funding towards results and evidence-based practices that are aligned with local strategic plans. The initiative is being implemented in three phases: 1) model development and launch; 2) capacity building; 3) infrastructure development, and technical assistance and training to stakeholders. The first and second stage have launched, and this contract initiates the beginning of the third phase.

Phase three will focus on deepening the understanding of a results-based collective impact model amongst stakeholders, designing a CORE outcome menu, development of backbone infrastructure, and provision of technical assistance in support of implementing evidence-based practices. Until an oversight and stewardship structure is agreed upon, the consultant will be guided by the CORE Investments Steering Committee, composed of key stakeholders including strategic plan representatives, service providers, and funders.

The County of Santa Cruz, Human Services Department (COUNTY) will contract with Optimal Solutions Consulting (CONTRACTOR) to develop, implement and facilitate a plan for capacity building and infrastructure development of the CORE initiative.

The scope of work is arranged around four (4) desired results and the required activities to achieve each result. The results and their associated measurable deliverables are below.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Result 1: Increased stakeholder knowledge and engagement in CORE Investments.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. CONTRACTOR shall plan/facilitate 1 CORE Conversation to engage and educate diverse stakeholders in CORE. Possible topics include, but are not limited to: equity, CORE frameworks and tools (e.g. CORE Results menu, Continuum of Results and Evidence, etc.), evaluating collective impact and systems change, and other topics of interest to stakeholders.</td>
<td>1 CORE Conversation and associated materials</td>
<td>Jan-June 2019</td>
</tr>
<tr>
<td>b. CONTRACTOR shall conduct 4-5 general presentations on CORE to educate and engage key stakeholder groups about CORE frameworks, tools, and progress (e.g. elected officials, local funders, Children’s Network, county departments, Human Care Alliance, Live Oak Cradle to Career parent leaders, etc.)</td>
<td>Slide decks (tailored to specific audiences)</td>
<td>Jan-June 2019</td>
</tr>
<tr>
<td>c. CONTRACTOR shall develop and disseminate communication tools and collateral to easily inform/update stakeholders about CORE (e.g. update CORE Investments Plan, 1-page brief about CORE)</td>
<td>CORE Investments Plan (updated as new agreements made) 1-page brief</td>
<td>Jan-June 2019</td>
</tr>
</tbody>
</table>
## Result 2: Completion of CORE Results menu structure and content.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. CONTRACTOR shall meet and correspond with HIP and United Way to develop agreements and a process for aligning CORE, CAP and DataShare. CONTRACTOR shall include exploration of DataShare as the platform for housing the CORE Results menu and eventual “library” of EBPs.</td>
<td>CORE/CAP/DataShare alignment plan</td>
<td>Jan-June 2019</td>
</tr>
<tr>
<td>b. CONTRACTOR shall plan, prepare for, and facilitate Steering Committee meeting #1 to obtain input on the CORE Results menu structure and content (CORE Conditions, Community Impacts, Community Indicators, etc). CONTRACTOR shall revise the menus structure and content as needed.</td>
<td>Steering Committee meeting and associated materials (Feb) Updated draft of CORE Results menu</td>
<td>Jan-Feb 2019</td>
</tr>
<tr>
<td>c. CONTRACTOR shall work in tandem with Steering Committee members to review/vet the CORE Results menu structure and content with other stakeholder groups that have knowledge and expertise in one or more CORE Conditions. CONTRACTOR shall revise the menus structure and content as needed.</td>
<td>Meetings with identified stakeholders Revised CORE Results menu</td>
<td>Mar-May 2019</td>
</tr>
<tr>
<td>d. CONTRACTOR shall finalize the CORE Results menu.</td>
<td>Finalized CORE Results menu</td>
<td>May-June 2019</td>
</tr>
</tbody>
</table>

## Result 3: Completion of new EBP Framework and tools.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. CONTRACTOR shall draft process and guidelines for “cataloguing” programs and practices that match the definitions of the CORE Continuum.</td>
<td>Draft process for cataloguing programs and practices according to the CORE Continuum</td>
<td>Jan-Feb 2019</td>
</tr>
<tr>
<td>b. CONTRACTOR shall provide one 3-hour “Taking EBPs to the Next Level” training to CORE funded programs and local nonprofits.</td>
<td>1 “Next Level” EBP training</td>
<td>Feb-Mar 2019</td>
</tr>
<tr>
<td>c. CONTRACTOR shall plan, prepare for, and facilitate Steering Committee meeting #2 to obtain input on the CORE Continuum and process/guidelines for cataloguing. CONTRACTOR shall revise the process and guidelines as needed.</td>
<td>Steering Committee meeting and associated materials (Apr) Revised CORE Continuum and process/criteria</td>
<td>Mar-Apr 2019</td>
</tr>
<tr>
<td>d. CONTRACTOR shall review and vet the CORE Continuum of Results and Evidence and draft written process/guidelines for cataloguing programs and practices according to the Continuum with key stakeholder groups, including funders, strategic plan owners, service providers, county/city departments, and other consultants working on similar initiatives.</td>
<td>Meetings with identified stakeholders Updated draft of CORE Continuum and process/criteria</td>
<td>Mar-May 2019</td>
</tr>
</tbody>
</table>
### Activities

<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR shall revise the Continuum as needed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. CONTRACTOR shall finalize the CORE Continuum and written process/guidelines for cataloguing programs/practices.</td>
<td>Finalized CORE Continuum, process/criteria</td>
<td>June 2019</td>
</tr>
</tbody>
</table>

### Result 4: CORE Infrastructure built for shared leadership and sustainability.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Deliverables</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. CONTRACTOR shall develop and implement processes for CORE Steering Committee (SC), including but not limited to:</td>
<td>Summary of results analysis; proposal for standardizing and integrating results</td>
<td>Jan-June 2019</td>
</tr>
<tr>
<td>• Recruiting/selecting new SC members, including “next generation” of leaders;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Onboarding/orientation for new SC members;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Formalizing decision-making roles and processes; and,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Future leadership, governance, and backbone support needs and roles (July 2019 and beyond).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. CONTRACTOR shall plan, prepare for, and facilitate Steering Committee meeting #3 to obtain input and agreements on processes.</td>
<td>Approved CORE Steering Committee processes</td>
<td>May-June 2019</td>
</tr>
<tr>
<td>c. CONTRACTOR shall participate in planning meetings with CFSCC and HSD to establish a CORE Institute to provide training and technical assistance to CORE partners.</td>
<td>Documentation of meeting notes/agreements</td>
<td>Jan-June 2019</td>
</tr>
<tr>
<td>d. CONTRACTOR shall convene and/or provide support for convening meetings with the CORE Steering Committee, local/regional funders, strategic plan owners, and other systems leaders to identify opportunities for integrating CORE frameworks and tools in organization-specific and cross-sector plans and initiatives, co-investing in local programs/practices, funding the CORE infrastructure, and/or pursuing social impact financing strategies.</td>
<td>Documentation of meeting notes/agreements</td>
<td>Jan-June 2019</td>
</tr>
</tbody>
</table>
| e. CONTRACTOR shall prepare and present Phase 3 report and proposed workplan/actions for Phase 4. CONTRACTOR shall provide report and recommendations to HSD for submission to the Board of Supervisors. | Phase 3 report  
Phase 4 recommendations/work plan  
Presentation slide deck | May-June 2019 |

### COUNTY RESPONSIBILITIES

1. COUNTY will provide a Project Manager to oversee the project, organize and participate in the Steering Committee.
2. COUNTY Project Manager will provide logistics support for all meetings and forums, including arranging payment for rooms, making copies and providing any other necessary logistical support.

3. COUNTY will provide analysis of service provider semi-annual progress reports.

4. COUNTY will provide communications to CORE contractors and stakeholders on trainings and forums.

Invoicing

1. CONTRACTOR shall provide a monthly invoice, using a template and/or web-based database created by the COUNTY, and backup information to document program expenditures based on the contractual agreement in Exhibit B - Budget.

2. CONTRACTOR shall submit each invoice via email to CCUMail@santacruzcounty.us or in an online database within 30 days following the end of the reported month, with the exception of the Quarter 4 invoices detailed below.

3. CONTRACTOR shall submit the (actual) May and (estimated) June 2019 invoices by Friday, June 8, 2019, and the actual June 2019 invoice by Friday, July 20, 2019.

ADDITIONAL TERMS & CONDITIONS

1. Federal Funding
   CONTRACTOR certifies that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.

2. Notification of Personnel Changes
   In the event of key personnel changes or subcontractor changes (e.g., executive director, manager of contracted program, direct service staff, subcontractors, etc.), CONTRACTOR shall report changes to the COUNTY within 10 business days of occurrence.

3. Publicity and Outreach
   CONTRACTOR agrees to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. CONTRACTOR will ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.

4. Media Inquiries
   Should CONTRACTOR receive press/media inquiries regarding the services provided through this contract, CONTRACTOR will notify HSD’s Public Information Officer (PIO) of the inquiry, at 831-454-7543 or Leslie.Goodfriend@santacruzcounty.us. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this contract, CONTRACTOR must also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.
Contract No. 19W4050  
EXHIBIT B: BUDGET, AMENDMENT ONE  

Name of Contractor: **Optimal Solutions Consulting**  
Project Title: **CORE Investments**  
Contract Period: **February 6, 2018 - June 30, 2019 (FY 2017-18 and FY 2018-19)**  
Contract Amount: **Not to exceed: $141,150**  

<table>
<thead>
<tr>
<th>SERVICES - February 6, 2018 - December 31, 2018</th>
<th>Units</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Result 1: Increase Knowledge of Collective Impact Among Stakeholders</td>
<td>95</td>
<td>$175.00</td>
<td>$16,625</td>
</tr>
<tr>
<td>Result 2: Vision, Mission, Goals</td>
<td>42.57</td>
<td>$175.00</td>
<td>$7,450</td>
</tr>
<tr>
<td>Result 3: Sustainability Plan &amp; EBP Certification Plan</td>
<td>74</td>
<td>$175.00</td>
<td>$12,950</td>
</tr>
<tr>
<td>Result 4: Standardize Methods for Results</td>
<td>58</td>
<td>$175.00</td>
<td>$10,150</td>
</tr>
<tr>
<td>Result 5: EBP/Outcomes Training</td>
<td>79</td>
<td>$175.00</td>
<td>$13,825</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>348.57</td>
<td>$175.00</td>
<td>$61,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SERVICES - January 1, 2019-June 30, 2019</th>
<th>Units</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Result 1: Increased stakeholder knowledge of/engagement in CORE</td>
<td>100</td>
<td>$175.00</td>
<td>$17,500</td>
</tr>
<tr>
<td>Result 2: Completion of CORE Results Menu structure and content</td>
<td>100</td>
<td>$175.00</td>
<td>$17,500</td>
</tr>
<tr>
<td>Result 3: Completion of new EBP Framework and tools</td>
<td>102</td>
<td>$175.00</td>
<td>$17,850</td>
</tr>
<tr>
<td>Result 4: CORE Infrastructure, shared leadership, sustainability</td>
<td>156</td>
<td>$175.00</td>
<td>$27,300</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>458</td>
<td>$175.00</td>
<td>$80,150</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td>$141,150</td>
</tr>
</tbody>
</table>

Contract reimbursement will not exceed $141,150.

Transfers between budget categories may be made only through a budget modification, which must be requested to the COUNTY in writing by CONTRACTOR in advance of the modification, providing the transfer is less than 30% of the total budget. Transfers between budget categories totaling more than 30% of the budget, or requests to increase the approved budget, may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment. Budget modification requests must be received by May 15, 2019, and must have prior approval by COUNTY authorized staff.
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Human Services Department: Administration Services Division
(831) 454-4130
Subject: Approve Revisions to IHSS Advisory Commission Bylaws
Meeting Date: January 29, 2019

Recommended Action(s):
Approve proposed revisions to the bylaws of the Santa Cruz County In-Home Supportive Services (IHSS) Advisory Commission to allow for an increased number of annual meetings and to update bylaw provisions to conform with current non-discriminatory language requirements.

Executive Summary
The IHSS Advisory Commission serves in an advisory capacity to the County of Santa Cruz Board of Supervisors and requires Board approval to update its bylaws. The IHSS Advisory Commission is submitting recommendations to the Board to update its bylaws by changing the number of meetings per year from six (6) to ten (10), and by changing language in the bylaws to conform with current non-discriminatory language requirements.

Background
The IHSS Advisory Commission provides ongoing advice and recommendations regarding IHSS to the Board of Supervisors and any County administrative body that is concerned with the delivery and administration of IHSS. At its meeting on December 7, 2018, the IHSS Advisory Commission voted to recommend revisions to the Commission bylaws to increase the frequency of its meetings from six (6) to ten (10) per year. Additionally, the Commission voted to update the bylaws in order to incorporate current non-discriminatory language requirements.

Analysis
IHSS has been undergoing significant regulatory changes, and there has been limited time for stakeholder input. Meeting every other month has not permitted the Commission the opportunity to effectively participate in the stakeholder review process for these regulatory changes. Increasing the number of meetings will allow for adequate time for the Commission to review and consider options for implementation of changes to IHSS services. Current staffing resources in the Human Services Department Adult and Long Term Care Division will absorb the slight increase in administrative duties. Commissioners receive a small stipend for attending meetings, and the increase stipend cost will not result in a General Fund contribution. Changes to the non-discrimination language in the bylaws are proposed to ensure that these provisions conform with current standards. Both the clean (Attachment A) and tracked changes (Attachment B) versions of the revised IHSS Advisory Commission Bylaws are attached.
Financial Impact
The IHSS administration grant allocation, Index 392100-74045 includes sufficient appropriations within HSD’s approved FY 2018-19 budget for IHSS Commission costs. Authorizing this item does not result in a General Fund contribution.

Strategic Plan Element(s)
1.B (Comprehensive Health & Safety: Community Support) - The proposed changes to the bylaws of the IHSS Advisory Commission will support the Commission’s ability to provide continuous advice and recommendations regarding the delivery of In-Home Supportive Services to the residents of Santa Cruz County.

Submitted by:
Ellen M. Timberlake, Director

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:
 a  IHSS Advisory Commission Bylaws Revised clean copy - Attachment A
 b  IHSS Advisory Commission Bylaws Revised strikeout-underline copy - Attachment B
1. **POWERS AND DUTIES** OF THE COMMISSION (as defined by Santa Cruz County Board of Supervisors’ Ordinance #4655 adding Chapter 2.124 of the Santa Cruz County Code entitled “The In-Home Supportive Services Advisory Commission of the County of Santa Cruz”).

A) Serve in an advisory capacity to the Board of Supervisors, as the governing board of the IHSS Public Authority, and any administrative body in the County related to the delivery and administration of the IHSS;

   a. Review policies related to the delivery of in-home supportive services and make recommendations to the Board of Supervisors regarding any proposed changes;

   b. Review Pending state and federal legislation that may impact the IHSS program, consumers, and/or providers and make recommendations to the Board of Supervisors regarding any proposed changes;

   c. Stay informed and educated on in-home supportive services and public authority issues;

   d. Provide a forum for consumers and providers of personal assistance services, advocates and other interested parties to participate in IHSS policy and program development.

2. **MEETINGS AND AGENDAS**

   a. There will be ten (10) scheduled meetings of the IHSS Advisory Commission per year.

   b. At a minimum, the following items should be mailed to each Commission member one week prior to each meeting:

      i. An agenda
      ii. Any written material to be discussed at the meeting
      iii. Action Minutes from previous meeting

   c. One week prior to each meeting, an agenda for the regular meeting shall also be mailed to the Santa Cruz County Board of Supervisors, representatives of the local news media and each other person who has submitted a written request to the Commission for notification of meetings, and the agenda shall be posted at least seventy-two (72) hours prior to the regular meeting at a location that is freely accessible to the public. The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting.
No action or discussion shall be undertaken on any item not appearing on the posted agenda except that members of the Commission may briefly respond to statements made or questions posed by persons exercising their public testimony rights or ask a question for clarification, refer the matter to staff or other resources for factual information, or request staff to report back at a subsequent meeting concerning any matter. Notwithstanding the foregoing, action may be taken on an item of business not appearing on the posted agenda upon a determination by two-thirds of the membership of the Commission, or if less than two-thirds of the members are present, by unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the County after the agenda was posted.

d. Special meetings may be scheduled in accordance with Brown Act requirements.

e. At least twenty-four (24) hours prior to each special meeting, an agenda for the special meeting shall be mailed to each Commission member and to each representative of the news media and to each other person who has submitted a written request to the Commission for notification of meetings; and shall be posted at least twenty-four (24) hours prior to the special meeting at a location that is freely accessible to members of the public. No business other than that listed on the agenda shall be considered at a special meeting.

f. No meeting of this Commission shall be held in any facility that prohibits the admittance of any person or persons on the basis of race, religion, color, national origin, ancestry, sex, sexual preference, gender identity, gender expression, age or any other protected characteristic. Meetings shall not be held in any facility that is inaccessible to persons with disabilities, or where members of the public may not be present without making payment or purchase.

g. Public participation in Commission meetings shall be allowed as follows:

i. An opportunity for members of the public to directly address the Commission on any item on the agenda of interest to the public shall be provided before or during the Commission’s consideration of the item.

ii. In addition, the agenda will provide for community oral communication on items not on the agenda that are within the subject matter jurisdiction of the Commission at the beginning of each regular meeting agenda, subject to a time limit of three (3) minutes for each speaker.

iii. The Chair of the Commission may establish reasonable limits on the amount of time allotted to each speaker on a particular item, and the Commission may establish reasonable limits on the total amount of time allotted for public testimony on a particular item or the total amount of time allotted for community oral communications. When further discussion is required, the Commission may vote to allot time in the agenda of the following meeting.
h. A person shall not be required to register his/her name or fulfill any other obligation as a condition of attendance at any meeting of this Commission, but may volunteer such information for inclusion in the Commission’s minutes.

i. The meetings will generally by conducted in accordance with Robert’s Rules of Order Revised, unless otherwise specified by the authorizing legislation or bylaws of this Commission.

3. VOTING

a. All official acts of the Commission shall comply with the Santa Cruz County Code, Section 2.38.150.

b. A Commission member will abstain from voting or influencing the vote where a Conflict of Interest exists as defined in the Conflict of Interest Code for Santa Cruz County.

4. OFFICERS

a. The officers of the Commission are the Chair and the Vice Chair.

b. The duties of the Chair are to preside over meetings, discuss agendas with Commission staff, represent the Commission, and be responsible for communication with the Board of Supervisors. A Vice-Chair shall assume these same duties in the absence of the Chair.

c. Officers shall be elected at the April meeting in even-numbered years.

5. SUBMISSION OF AGENDA ITEMS BY COMMISSION MEMBERS

Commission members who wish to place items on the agenda shall give those items to the Chair of the Commission and/or Commission staff at least ten (10) days in advance of the meeting.

6. SUB-COMMITTEES OF THE COMMISSION

a. Sub-committees may be appointed, as needed, by the Chair with the majority approval of the Commission. The Chair, with the majority approval of the Commission, shall terminate each sub-committee when its function is no longer necessary.

b. The Commission Chair shall report the name, purpose, and membership of each standing sub-committee established to assist the Commission for longer than six (6) months. (Santa Cruz County Code, Section 2.38.230)

c. Ad hoc committees may be appointed by the Chair.

d. All sub-committees shall comply with the notice and agenda requirements otherwise applicable to the Commission in these by-laws, except for sub-committees composed solely of less than a quorum of the members of the Commission which are not standing sub-committees of the Commission.
with either a continuing subject jurisdiction or a meeting schedule fixed by resolution or other formal action of the Commission.

7. REPORTS

Regular reports on the status of the Commission will be provided to the County Board of Supervisors according to a schedule directed by the Board.

8. MEMBERSHIP

The Commission shall consist of no more than eleven (11) at-large voting members, residents of the County, appointed by the Board of Supervisors. Membership shall include:

a. Six (6) current or former users of personal assistance services paid for through public or private funds;

b. Two (2) persons from existing County advisory bodies and one (1) representative of a community-based organization that supports seniors and disabled individuals and IHSS goals and objectives;

c. Two (2) current or former providers of In-Home Supportive Services.

d. A quorum for the Commission shall be one person more than one-half of the appointed members.

9. TERM OF OFFICE

The term of office for Commission members shall be four (4) years commencing on June 1st of the year of appointment.

10. ATTENDANCE REQUIREMENTS

a. Any Commission member who is absent without good cause for three successive regular meetings will have his/her seat automatically vacated. This vacancy shall be reported in writing by the Commission Chair, to the Board of Supervisors, Clerk of the Board, and member vacating his/her seat.

b. An excused absence is one about which the Commission member to be absent has notified the Chair or Commission staff in advance of the meeting. Attendance shall be reported to the Board of Supervisors on an annual basis.

11. APPROVAL OF BYLAWS

These bylaws, and any subsequent amendments thereto, shall be approved by the Board of Supervisors pursuant to Santa Cruz County Code Section 2.38.140.

12. AMENDMENTS TO BYLAWS

Amendments to the bylaws may be recommended to the Board of Supervisors by a majority vote of the Commission.
APPROVED BY THE IHSS ADVISORY COMMISSION ON December 7, 2018.
APPROVED BY THE BOARD OF SUPERVISORS ON (date).
COUNTY OF SANTA CRUZ
IN-HOME SUPPORTIVE SERVICES ADVISORY COMMISSION BYLAWS

UPDATED: AUGUST 2010 DECEMBER 2018

1. POWERS AND DUTIES OF THE COMMISSION (as defined by Santa Cruz County Board of Supervisors’ Ordinance #4655 adding Chapter 2.124 of the Santa Cruz County Code entitled “The In-Home Supportive Services Advisory Commission of the County of Santa Cruz”).

A) Serve in an advisory capacity to the Board of Supervisors, as the governing board of the IHSS Public Authority, and any administrative body in the County related to the delivery and administration of the IHSS;

   a. Review policies related to the delivery of in-home supportive services and make recommendations to the Board of Supervisors regarding any proposed changes;
   
   b. Review Pending state and federal legislation that may impact the IHSS program, consumers, and/or providers and make recommendations to the Board of Supervisors regarding any proposed changes;
   
   c. Stay informed and educated on in-home supportive services and public authority issues;
   
   d. Provide a forum for consumers and providers of personal assistance services, advocates and other interested parties to participate in IHSS policy and program development.

2. MEETINGS AND AGENDAS

   a. There will be six (6) ten (10) regular scheduled meetings of the IHSS Advisory Commission per year.
   
   b. At a minimum, the following items should be mailed to each Commission member one week prior to each meeting:

      i. An agenda
      ii. Any written material to be discussed at the meeting
      iii. Action Minutes from previous meeting

   c. One week prior to each meeting, an agenda for the regular meeting shall also be mailed to the Santa Cruz County Board of Supervisors, representatives of the local news media and each other person who has submitted a written request to the Commission for notification of meetings, and the agenda shall be posted at least seventy-two (72) hours prior to the regular meeting at a location that is freely accessible to the public. The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting.
No action or discussion shall be undertaken on any item not appearing on the posted agenda except that members of the Commission may briefly respond to statements made or questions posed by persons exercising their public testimony rights or ask a question for clarification, refer the matter to staff or to other resources for factual information, or request staff to report back at a subsequent meeting concerning any matter. Notwithstanding the foregoing, action may be taken on an item of business not appearing on the posted agenda upon a determination by two-thirds of the membership of the Commission, or if less than two-thirds of the members are present, by unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the County after the agenda was posted.

d. Special meetings may be scheduled in accordance with Brown Act requirements.

e. At least twenty-four (24) hours prior to each special meeting, an agenda for the special meeting shall be mailed to each Commission member and to each representative of the news media and to each other person who has submitted a written request to the Commission for notification of meetings; and shall be posted at least twenty-four (24) hours prior to the special meeting at a location that is freely accessible to members of the public. No business other than that listed on the agenda shall be considered at a special meeting.

f. No meeting of this Commission shall be held in any facility that prohibits the admittance of any person or persons, on the basis of race, religious creed, religion, color, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sexual orientation, sex, sexual preference, gender identity, gender expression, age (over 18) or veteran status any other protected characteristic. No meeting of this Commission shall not be held in a place that restricts access to the handicapped any facility that is inaccessible to persons with disabilities, or where members of the public may not be present without making payment or purchase.

g. Public participation in Commission meetings shall be allowed as follows:

   i. An opportunity for members of the public to directly address the Commission on any item on the agenda of interest to the public shall be provided before or during the Commission’s consideration of the item.

   ii. In addition, the agenda will provide for community oral communication on items not on the agenda that are within the subject matter jurisdiction of the Commission at the beginning of each regular meeting agenda, subject to a time limit of three (3) minutes for each speaker.

   iii. The Chair of the Commission may establish reasonable limits on the amount of time allotted to each speaker on a particular item, and the Commission may establish reasonable limits on the total amount of time allotted for public testimony on a particular item or the total amount of time allotted for community oral communications. When further discussion is required, the
Commission may vote to allot time in the agenda of the following meeting.

h. A person shall not be required to register his/her name or fulfill any other obligation as a condition of attendance at any meeting of this Commission, but may volunteer such information for inclusion in the Commission’s minutes.

i. The meetings will generally be conducted in accordance with Robert’s Rules of Order Revised, unless otherwise specified by the authorizing legislation or by bylaws of this Commission.

3. VOTING

a. All official acts of the Commission shall comply with the Santa Cruz County Code, Section 2.38.150.

b. A Commission member will abstain from voting or influencing the vote where a Conflict of Interest exists as defined in the Conflict of Interest Code for Santa Cruz County.

4. OFFICERS

a. The officers of the Commission are the Chair and the Vice Chair.

b. The duties of the Chair are to preside over meetings, discuss agendas with Commission staff, represent the Commission, and be responsible for communication with the Board of Supervisors. A Vice-Chair shall assume these same duties in the absence of the Chair.

c. Officers shall be elected at the April meeting in even-numbered years.

5. SUBMISSION OF AGENDA ITEMS BY COMMISSION MEMBERS

Commission members who wish to place items on the agenda shall give those items to the Chair of the Commission and/or Commission staff at least ten (10) days in advance of the meeting.

6. SUB-COMMITTEES OF THE COMMISSION

a. Sub-committees may be appointed, as needed, by the Chair with the majority approval of the Commission. The Chair, with the majority approval of the Commission, shall terminate each sub-committee when its function is no longer necessary.

b. The Commission Chair shall report the name, purpose, and membership of each standing sub-committee established to assist the Commission for longer than six (6) months. (Santa Cruz County Code, Section 2.38.230)

c. Ad hoc committees may be appointed by the Chair.

d. All sub-committees shall comply with the notice and agenda requirements otherwise applicable to the Commission in these bylaws, except for sub-
committees composed solely of less than a quorum of the members of the Commission which are not standing sub-committees of the Commission with either a continuing subject jurisdiction or a meeting schedule fixed by resolution or other formal action of the Commission.

7. REPORTS

Regular reports on the status of the Commission will be provided to the County Board of Supervisors according to a schedule directed by the Board.

8. MEMBERSHIP

The Commission shall consist of no more than eleven (11) at-large voting members, residents of the County, appointed by the Board of Supervisors. Membership shall include:

a. Six (6) current or former users of personal assistance services paid for through public or private funds;

b. Two (2) persons from existing County advisory bodies and one (1) representative of a community-based community-based organization that supports seniors and disabled individuals and IHSS goals and objectives;

c. Two (2) current or former providers of In-Home Supportive Services.

d. A quorum for the Commission shall be one person more than one-half of the appointed members.

9. TERM OF OFFICE

The term of office for Commission members shall be four (4) years commencing on June 1st of the year of appointment.

10. ATTENDANCE REQUIREMENTS

a. Any Commission member who is absent without good cause for three successive regular meetings will have his/her seat automatically vacated. This vacancy shall be reported in writing by the Commission Chair, to the Board of Supervisors, Clerk of the Board, and member vacating his/her seat.

b. An excused absence is one about which the Commission member to be absent has notified the Chair or Commission staff in advance of the meeting. Attendance shall be reported to the Board of Supervisors on an annual basis.

11. APPROVAL OF BYLAWS

These bylaws, and any subsequent amendments thereto, shall be approved by the Board of Supervisors pursuant to Santa Cruz County Code Section 2.38.140.

12. AMENDMENTS TO BYLAWS
Amendments to the bylaws may be recommended to the Board of Supervisors by a majority vote of the Commission.

APPROVED BY THE IHSS ADVISORY COMMISSION ON August 6, 2010
December 8, 2018.
APPROVED BY THE BOARD OF SUPERVISORS ON (date).
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Ag Commissioner
(831) 763-8080
Subject: Bee Safe Program Agreement
Meeting Date: January 29, 2019

Recommended Action(s):
1) Approve Standard Agreement #18-0578-000-SG between the County of Santa Cruz and the California Department of Food and Agriculture for the Bee Safe Program, and authorize the Agricultural Commissioner to sign the agreement.

2) Adopt a resolution accepting the unanticipated revenue in the amount of $3,717 and appropriate the revenue for salaries, supplies and fleet costs as necessary to comply with the requirements of the agreement.

Executive Summary
The Agricultural Commissioner is in receipt of an agreement for $3,717 between the California Department of Food and Agriculture and the County for participation in the Bee Safe Program. This agreement will allow the Agricultural Commissioner to conduct outreach and education to promote bee health to beekeepers providing pollination services to commercial agricultural operators and will fund training for staff to help identify bee pests and investigate apiary stress incidents due to potential pesticide exposure.

Background
Agricultural Commissioners are authorized under the Food and Agricultural Code to enforce various apiary and pest prevention laws with the aim to protect the vitality of the beekeeping industry and prevent the introduction and spread of bee pests. Managed honeybees play a crucial role in pollinating various agricultural commodities in California. Ongoing concerns regarding the protection of apiaries not only due to the introduction of pests from outside California but also due to other stress factors resulted in a three-year increase of funds in the state budget to develop and implement the Bee Safe Program.

Analysis
In the last few years, concerns about bee health have led state and federal agencies to investigate the factors that contribute to honeybee losses, and to find ways to increase their protection. The United States Department of Agriculture has identified the combination of four key stressors that result in declining bee health: pests and parasites; nutrition and lack of forage; pesticide exposure; and genetics. California has been a leader in efforts to protect honeybees and has taken a proactive and scientific approach to address concerns through the development of California’s Managed
Pollinator Protection Plan - MP3 by the Department of Pesticide Regulation. Funding from the California Department of Pesticide Regulation to implement the Bee Safe Program will support efforts by Agricultural Commissioners locally to promote bee health.

**Financial Impact**
This is a new revenue agreement in the amount of $3,717. The funds will cover the costs associated with staff training and outreach and education efforts provided by Agricultural, Weights and Measures inspectors in budget unit 103210, and will result in no increase to Net County Cost.

**Strategic Plan Element(s)**
4.B (Sustainable Environment: Natural Resources) - The Bee Safe Program agreement supports continued efforts to promote the health of honeybees and other pollinators that play an important role in sustaining viable agricultural lands and landscapes.

**Submitted by:**
Juan Hidalgo, Agricultural Commissioner

**Recommended by:**
Carlos J. Palacios, County Administrative Officer

**Attachments:**

a  Contract 19R0223 (180578) - Bee Safe Program Agreement CC RM
b  ADM29 19R0223
c  Resolution AUD60 19R0223 (180578) CC
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF SANTA CRUZ

The Agreement Term is: November 15, 2018 through June 30, 2019

The maximum amount of this Agreement is: $3,717.25

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

Exhibit A: Recipient and Project Information
Exhibit B: General Terms and Conditions
Exhibit C: Payment and Budget Provisions
Attachments: Scope of Work and Budget

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

RECIPIENT

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
175 Westridge Drive, Watsonville, CA 95076

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: Contract 19R0223 (180578) - Bee Safe Program Agreement CC RM (6572 : Bee Safe Program Agreement)
EXHIBIT A
RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   County Agricultural Commissioners will develop, implement, and report on activities associated with the Bee Sa
   Program. Food and Agricultural Code 29000 - 29812.

   Project Title: "Bee Safe Program"

2. The Managers for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Victoria Hornbaker</td>
<td>Juan Hidalgo</td>
</tr>
<tr>
<td>Division/Branch:</td>
<td>Organization:</td>
</tr>
<tr>
<td>PHPPS / INTEGRATED PEST CONTROL</td>
<td>COUNTY OF SANTA CRUZ</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>3294 Meadowview Road</td>
<td>175 Westridge Drive</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Sacramento, CA 95832</td>
<td>Watsonville, CA 95076</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>916-694-0317</td>
<td>831-763-8080</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address:</td>
</tr>
<tr>
<td><a href="mailto:victoria.hornbaker@cdfa.ca.gov">victoria.hornbaker@cdfa.ca.gov</a></td>
<td><a href="mailto:juan.hidalgo@co.santa-cruz.ca.us">juan.hidalgo@co.santa-cruz.ca.us</a></td>
</tr>
</tbody>
</table>

3. The Grant Administrative Contacts for this Agreement are:

<table>
<thead>
<tr>
<th>FOR CDFA:</th>
<th>FOR RECIPIENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Marc Yee</td>
<td>Juan Hidalgo</td>
</tr>
<tr>
<td>Division/Branch:</td>
<td>Organization:</td>
</tr>
<tr>
<td>PHPPS / INTEGRATED PEST CONTROL</td>
<td>County of Santa Cruz</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>3294 Meadowview Road</td>
<td>175 Westridge Drive</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>City/State/Zip:</td>
</tr>
<tr>
<td>Sacramento, CA 95832</td>
<td>Watsonville, CA 95076</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>916-738-6741</td>
<td>831-763-8080</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Email Address:</td>
</tr>
<tr>
<td><a href="mailto:marc.yee@cdfa.ca.gov">marc.yee@cdfa.ca.gov</a></td>
<td><a href="mailto:juan.hidalgo@santacruzcounty.us">juan.hidalgo@santacruzcounty.us</a></td>
</tr>
</tbody>
</table>

   FISCAL CONTACT FOR RECIPIENT
   (if different from above):
   Name: Mark Huett
   Organization: County of Santa Cruz
   Address: 175 Westridge Drive
   City/State/Zip: Watsonville, CA 95076
   Phone: 831-763-8080
   Email Address: mark.huett@santacruzcounty.us

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

   This award □ does ❌ does not support R&D.

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

    The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
11. Excise Tax
The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the service rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

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

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

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

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

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

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

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

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

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

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the request to disburse amount a contract breach subject to the default provisions in Suspension of Payments Provision.
If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

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

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

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

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

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

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

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

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

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

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

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment
A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditure incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that no payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation
A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established in the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

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

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

Bee Safe Program
November 15, 2018 - June 30, 2019

Background

Existing state law recognizes the importance of managed honeybees. Per the California Food and Agricultural Code (FAC), "a healthy and vibrant apiary industry is important to the economy and welfare of the people of the State of California. Protection and promotion of this important industry is in the interest of the people of the State of California." (FAC Division 13, Chapter 1, Article 1, Section 29000).

The health of managed honeybees gained national attention in 2006 following an unsustainable, 50 percent overwinter loss rate of commercial honey bees, then attributed to "Colony Collapse Disorder." Recognizing the critical role of insect pollinators in producing the wide variety of fruit, vegetables, nuts, and other crops that feed the nation and the world, federal funding was made available for conservation and research to improve health of honeybees and other key pollinators.

In 2012, a report from the United States Department of Agriculture, National Honey Bee Health Stakeholder Conference, concluded that on-going honeybee losses were the result of the combined effects of four key honey bee stressors: pests and parasites; nutrition and lack of forage; pesticide exposure; and genetics. Continued honeybee losses can jeopardize not only commercial bee keepers, but the numerous crops that benefit from, or, in the case of almonds, entirely depend on, the honeybee.

Managed honeybees play a critical role in California's almond industry. Almonds could not be produced without the pollination services of managed honeybees. In 2014, over 1.6 million bee hives, contained in thousands of shipments, were brought into California to pollinate almonds. Almonds are California’s most valuable agriculture commodity after dairy products, with a 2014 farm output value of $5.9 billion.

The demand for honeybee pollination services in almonds drives high pollination fees paid by almond growers to bee keepers, which many beekeepers rely on for their livelihood. However, high fees also create incentive for theft. In 2016 through 2017, theft of apiaries and apiary equipment in California’s Central Valley resulted in over $1 million in damages to the bee keepers.

The annual transport of thousands of shipments of honeybee colonies from around the country into California for the almond bloom can also bring devastating apiary pests, such as varroa mite, into California.

In 2015, ideas and perspectives on how to improve honey bee health were shared with California Department of Food and Agriculture (CDFA) by apiary stakeholders during the
Healthy Pollinators Working Group (HPWG) meeting. These ideas, as well as later input from the County Agricultural Commissioners on financial hardships due to apiary and apiary equipment theft, helped achieve a $1.5 million per year, three-year, state budget augmentation to develop and implement the Bee Safe Program. The main objectives of the Bee Safe Program are to reduce honeybee stress through:

- Improved apiary theft prevention efforts;
- Decreased apiary pest pressure;
- Decreased apiary stress due to pesticide exposure;
- Increased apiary foraging opportunities.

County Agricultural Commissioners are granted authority identified in the Food and Agricultural Code to enforce various apiary and pest prevention laws (i.e. registration, identification, and placement of hives; inspection and abatement of pests) intended to ensure the vitality of the beekeeping industry and to prevent the introduction into, or the spread within, the state of pests.

**The County Agricultural Commissioner shall:**

1. Hire and/or train personnel.

2. Perform work activities outlined in the Bee Safe Program Work Plan and Budget.

3. Ensure that all documentation of work is complete and accurate.

4. Submit itemized Bee Safe Program Invoice monthly using the provided template on county letterhead.

5. Submit a monthly Bee Safe Program Report using provided template on county letterhead. Monthly reports must be submitted no later than the fifth day of the month following when the activities took place. Hours reported on the Bee Safe Program Report must match the personnel hours invoiced on the corresponding monthly invoice. Bee Safe Program Report must be submitted via email to Davis Tran, Davis.Tran@cdfa.ca.gov.

**Description of Work**

Activities will be conducted by County personnel as outlined on the Bee Safe Program Work Plan and Budget. County personnel may travel for regional apiary training sessions. Training sessions have not been planned yet. The location, duration, and content of the training is currently unknown.
Basis for Payment

1. Invoices must be submitted to CDFA no later than thirty (30) calendar days after the end of the coinciding reporting period. Payment is contingent upon receipt of the monthly Bee Safe Program Report for that month. The Bee Safe Program invoice must be submitted monthly via email to Davis Tran, Davis.Tran@cdfa.ca.gov.

2. Invoices must reflect work performed by individuals or classifications listed on the Bee Safe Program Work Plan. Invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

3. Indirect may not exceed 25% of total “Personnel Costs.”

4. Invoice will conform to attached sample invoice. Reimbursement will not be made if report has not been completed.

5. Payment will be made monthly, in arrears, upon receipt and approval of invoice.

The California Department of Food and Agriculture shall:

1. Provide Quality Assurance of the Bee Safe Program.

2. Communicate with the County throughout the duration of the agreement period to ensure the activities are consistent with the Scope of Work and aligned with the Work Plan.
### SECTION I: COUNTY INFORMATION

- **Name of County:**
- **Street:**
- **City, State, Zip Code:**
- **Grant Manager:**
- **Phone:**
- **Email:**

### SECTION II: PERSONNEL COSTS

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Hours Per Incident/Activity</th>
<th>Total Hours per Invoice Period</th>
<th>Hourly Rate</th>
<th>Cost per Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apiary Markings Compliance Monitoring and Inspection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apiary Brand Compliance Monitoring and Inspection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative Investigation/Law Enforcement Efforts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach to Bee Keepers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development of Apiary Theft Prevention BMP's/Outreach Material</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Hours:** 0  **Total Apiary Theft Prevention Cost:** $0.00

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Hours Per Incident/Activity</th>
<th>Total Hours per Invoice Period</th>
<th>Hourly Rate</th>
<th>Cost per Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pest Inspection, Quarantine, and Abatement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incoming Shipment inspection and Monitoring</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipment Treatment Notification, Monitoring, and Release</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specimen Collection and Pest Data Entry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 3</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Program Development and Data Management

<table>
<thead>
<tr>
<th>Activity</th>
<th>Hours Per Activity</th>
<th># Activity Per Invoice Period</th>
<th>Total Hours per Invoice Period</th>
<th>Hourly Wage</th>
<th>Hourly Benefit</th>
<th>Total Hourly Rate</th>
<th>Cost per Title</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Development</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Program Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Program Data Entry</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Program Reporting</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspector 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Deputy 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Hours** 0  
**Total Program & Data Management Cost** $0.00

### SECTION III: OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost per Title</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supplies</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td>Supply 1</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supply 2</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supply 3</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supply 4</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supply 5</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Supplies</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Printing</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Travel (lodging, meals, per diem)</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Postage</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Vehicle Use</strong></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Operating Expenses Miles:** 0  
**Rate:** $0.545  
**Total Operating Expenses** $0.00

**Total FY 18/19 Bee Safe Invoice Cost** $0.00
### SECTION II: PERSONNEL COSTS

<table>
<thead>
<tr>
<th>Apiary Theft Prevention</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apiary Markings Compliance Monitoring and Inspection</td>
<td>Number of Inspected Hives</td>
</tr>
<tr>
<td>Apiary Brand Compliance Monitoring and Inspection</td>
<td>Number of Inspected Hives</td>
</tr>
<tr>
<td>Cooperative Investigation/Law Enforcement Efforts</td>
<td>Number of Investigations / Enforcement Efforts</td>
</tr>
<tr>
<td>Outreach (to Bee Keepers)</td>
<td>Type of Outreach</td>
</tr>
<tr>
<td>Development of Apiary Theft Prevention BMPs/Outreach Material</td>
<td>Type of Material (ie: pamphlet, video, etc)</td>
</tr>
<tr>
<td>Inspector Training</td>
<td>Course Title/Topic</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pest Inspection, Quarantine, and Abatement</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incoming Shipment Inspection and Monitoring</td>
<td>Number of Inspected Shipments</td>
</tr>
<tr>
<td>Shipment Treatment Notification, Monitoring, and Release</td>
<td>Number of Infested Shipments</td>
</tr>
<tr>
<td>Specimen Collection and Pest Data Entry</td>
<td>Number of A, B, or Q-rated pests</td>
</tr>
<tr>
<td>Activity</td>
<td>Number of Surveys</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Abatement and Administrative Actions</td>
<td></td>
</tr>
<tr>
<td>County Pest Ordinance Enforcement, Outreach, Compliance Monitoring, and Inspection</td>
<td>TBD</td>
</tr>
<tr>
<td>Inspector Training</td>
<td></td>
</tr>
<tr>
<td>Development and Distribution of Apiary Pest Cleanliness BMP’s/Outreach Material</td>
<td>TBD</td>
</tr>
</tbody>
</table>
## FY 18/19 Bee Safe Program Work Plan
November 15, 2018 - June 30, 2019

### SECTION I: COUNTY INFORMATION

Santa Cruz  
175 Westridge Drive  
Watsonville, CA 95076  
Grant Manager: David Sanford  
Phone: (831)763-8080  
Email: agc002@agspt.com

### SECTION II: PERSONNEL COSTS

<table>
<thead>
<tr>
<th>Apiary Theft Prevention</th>
<th>Estimated Hours Per Incident/Activity</th>
<th># Incidents/Activities per Grant Period</th>
<th>Total Estimated Hours per Grant Period</th>
<th>Hourly Wage</th>
<th>Hourly Benefit</th>
<th>Total Hourly Rate</th>
<th>Cost per Title</th>
</tr>
</thead>
</table>
| Apiary Markings Compliance Monitoring and Inspection  
Inspector 1 | 0 | 0 | $0.00 | $0.00 |  
Inspector 2 | 0 | 0 | $0.00 | $0.00 |  
Inspector 3 | 0 | 0 | $0.00 | $0.00 |  
Deputy 1 | 0 | 0 | $0.00 | $0.00 |
| Apiary Brand Compliance Monitoring and Inspection  
Inspector 1 | 0 | 0 | $0.00 | $0.00 |  
Inspector 2 | 0 | 0 | $0.00 | $0.00 |  
Inspector 3 | 0 | 0 | $0.00 | $0.00 |  
Deputy 1 | 0 | 0 | $0.00 | $0.00 |
| Cooperative Investigation/Law Enforcement Efforts  
Inspector 1 | 0 | 0 | $0.00 | $0.00 |  
Inspector 2 | 0 | 0 | $0.00 | $0.00 |  
Inspector 3 | 0 | 0 | $0.00 | $0.00 |  
Deputy 1 | 0 | 0 | $0.00 | $0.00 |
| Outreach (to Bee Keepers)  
Inspector 1 | 0 | 0 | $0.00 | $0.00 |  
Inspector 2 | 0 | 0 | $0.00 | $0.00 |  
Inspector 3 | 0 | 0 | $0.00 | $0.00 |  
Deputy 1 | 0 | 0 | $0.00 | $0.00 |
| Development of Apiary Theft Prevention BMP's/Outreach Material  
Inspector 1 | 0 | 0 | $0.00 | $0.00 |  
Inspector 2 | 0 | 0 | $0.00 | $0.00 |  
Inspector 3 | 0 | 0 | $0.00 | $0.00 |  
Deputy 1 | 0 | 0 | $0.00 | $0.00 |
| Inspector Training  
Inspector 1 | 8 | 1 | 8 | $39.88 | $20.10 | $59.98 | $479.84 |
Inspector 2 | 8 | 1 | 8 | $36.88 | $18.59 | $55.47 | $443.76 |
Inspector 3 | 0 | 0 | 0 | $0.00 | $0.00 |  
Deputy 1 | 0 | 0 | 0 | $0.00 | $0.00 |

**Total Hours** 16  
**Total Apiary Theft Prevention Cost** $923.60

<table>
<thead>
<tr>
<th>Pest Inspection, Quarantine, and Abatement</th>
<th>Estimated Hours Per Incident/Activity</th>
<th># Incidents/Activity per Grant Period</th>
<th>Total Estimated Hours per Grant Period</th>
<th>Hourly Wage</th>
<th>Hourly Benefit</th>
<th>Total Hourly Rate</th>
<th>Cost per Title</th>
</tr>
</thead>
</table>
| Incoming Shipment inspection and Monitoring  
Inspector 1 | 0 | 0 | 0 | $0.00 | $0.00 |  
Inspector 2 | 0 | 0 | 0 | $0.00 | $0.00 |  
Inspector 3 | 0 | 0 | 0 | $0.00 | $0.00 |  
Deputy 1 | 0 | 0 | 0 | $0.00 | $0.00 |
| Shipment Treatment Notification, Monitoring, and Release  
Inspector 1 | 0 | 0 | 0 | $0.00 | $0.00 |  
Inspector 2 | 0 | 0 | 0 | $0.00 | $0.00 |  
Inspector 3 | 0 | 0 | 0 | $0.00 | $0.00 |  
Deputy 1 | 0 | 0 | 0 | $0.00 | $0.00 |
| Specimen Collection and Pest Data Entry  
Inspector 1 | 0 | 0 | 0 | $0.00 | $0.00 |  
Inspector 2 | 0 | 0 | 0 | $0.00 | $0.00 |  
Inspector 3 | 0 | 0 | 0 | $0.00 | $0.00 |  
Deputy 1 | 0 | 0 | 0 | $0.00 | $0.00 |

Packet Pg. 328
<table>
<thead>
<tr>
<th>Pest Survey</th>
<th>Inspector 1</th>
<th>0</th>
<th>$0.00</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Inspector 2</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Inspector 3</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Deputy 1</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Abatement and Administrative Actions</td>
<td>Inspector 1</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Inspector 2</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Inspector 3</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Deputy 1</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>County Pest Ordinance Enforcement, Outreach, Compliance Monitoring, and Inspection</td>
<td>Inspector 1</td>
<td>2</td>
<td>$39.88</td>
<td>$20.10</td>
</tr>
<tr>
<td></td>
<td>Inspector 2</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Inspector 3</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Deputy 1</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Inspector Training</td>
<td>Inspector 1</td>
<td>8</td>
<td>$36.88</td>
<td>$18.59</td>
</tr>
<tr>
<td></td>
<td>Inspector 2</td>
<td>8</td>
<td>$35.43</td>
<td>$17.86</td>
</tr>
<tr>
<td></td>
<td>Inspector 3</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Deputy 1</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Development and Distribution of Apiary Pest Cleanliness BMP's/Outreach Material</td>
<td>Inspector 1</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Inspector 2</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Inspector 3</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Deputy 1</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Development and Data Management</th>
<th>Estimated Hours Per Activity</th>
<th># Activity Per Grant Period</th>
<th>Total Estimated Hours per Grant Period</th>
<th>Hourly Wage</th>
<th>Hourly Benefit</th>
<th>Total Hourly Cost</th>
<th>Cost per Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Development</td>
<td>Inspector 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Deputy 1</td>
<td>1</td>
<td>4</td>
<td>$48.96</td>
<td>$24.67</td>
<td>$73.63</td>
<td>$294.52</td>
</tr>
<tr>
<td>Program Management</td>
<td>Inspector 1</td>
<td>2</td>
<td>1</td>
<td>$39.88</td>
<td>$20.10</td>
<td>$59.98</td>
<td>$119.96</td>
</tr>
<tr>
<td></td>
<td>Deputy 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Program Data Entry</td>
<td>Inspector 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Deputy 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Program Reporting</td>
<td>Inspector 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Deputy 1</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Total Hours | 6 | Total Program & Data Management Cost | $414.48 |

Total Hours (All Activities) | 40 | Total Cost (All Activities) | $2,328.12 |
|                           |    | Overhead Rate: 25% | $582.03 |
|                           |    | Total Personnel Cost | $2,910.15 |

### SECTION III: OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Supplies</th>
<th>$250.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bee suits, helmets, smokers, standard hive tools</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supply 2</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supply 3</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supply 4</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supply 5</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Supplies</td>
<td>$250.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Printing</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel (lodging, meals, per diem)</td>
<td>$350.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>Postage</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Vehicle Use

| Miles: | 380 | Rate: $0.545 | $207.10 |

| Total Operating Expenses | $807.10 |

Total FY 18/19 Bee Safe Program Cost | $3,717.21 |
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Agricultural Comm - Agric Comm and AGRICULTURAL COMMISSIONER.

The agreement will provide CDFA Bee Safe Agreement

Period of agreement is from 11/15/2018 to 6/30/2019.

Anticipated Cost is $3,717.25.

Appropriations/Revenues are available and are budgeted as follows:

```
No. FY   Account/Description                          Qty Units     Price      Extd Amt
1  2019   GL 103210 - 40725 / JL - CDFA Bee Safe Agreement 1 EA  $3,717.25  $3,717.25
```

**NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.**

---

**Workflow Approval History**

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/14/19 10:39:13</td>
<td>AGC214</td>
<td>Mark Huett</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/14/19 10:39:26</td>
<td>AGC035</td>
<td>Juan Hidalgo</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/14/19 13:38:43</td>
<td>CAO024</td>
<td>Melodye Serino</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td></td>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Pending</td>
</tr>
</tbody>
</table>

*****************************************************************************************
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD
*****************************************************************************************
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. ____________

On the motion of Supervisor ____________
Duly seconded by Supervisor ____________
The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is the recipient of funds, in the amount of $3,717.00, from the CA Dept. of Food and Agriculture, for the Bee Safe Program; and

WHEREAS, the above-referenced funds are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code section 29130(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector accept the amount of $3,717.00 for use by the Agricultural Commissioner’s Office for the Bee Safe Program.

<table>
<thead>
<tr>
<th>Gl. Key</th>
<th>Revenue Object</th>
<th>JL Key</th>
<th>JL Object</th>
<th>Acct Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>103210</td>
<td>40725</td>
<td></td>
<td></td>
<td>ST-CDFA Bee Safe</td>
<td>$3,717.00</td>
</tr>
</tbody>
</table>

and that such funds be and are hereby appointed as follows:

<table>
<thead>
<tr>
<th>Gl. Key</th>
<th>Expenditure Object</th>
<th>JL Key</th>
<th>JL Object</th>
<th>Acct Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>103210</td>
<td>51000</td>
<td></td>
<td></td>
<td>Regular pay</td>
<td>$2,910.00</td>
</tr>
<tr>
<td>103210</td>
<td>62223</td>
<td></td>
<td></td>
<td>Supplies</td>
<td>$600.00</td>
</tr>
<tr>
<td>103210</td>
<td>62935</td>
<td></td>
<td></td>
<td>Fleet Services</td>
<td>$207.00</td>
</tr>
</tbody>
</table>

AUD60 (Rev 4/15)
PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this ______ day of ________, 20__ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS _______

NOES: SUPERVISORS _______

ABSENT: SUPERVISORS _______

________________________
Chair of the Board

ATTEST:

________________________
Clerk of the Board

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) will be received within the current fiscal year.

By: _____________________ Date: __/10/19

COUNTY ADMINISTRATIVE OFFICER

/X / Recommended to Board

/___ / Not recommended to Board

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Auditor-Controller-Treasurer-Tax Collector

Distribution:
Auditor-Controller-Treasurer-Tax Collector
County Counsel
County Administrative Officer
Originating Department
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Ag Commissioner
(831) 763-8080
Subject: Cannabis Cultivator Inspections Compliance Agreement
Meeting Date: January 29, 2019

Recommended Action(s):
1) Approve Standard Agreement #18-0296 between the County of Santa Cruz and the California Department of Food and Agriculture CalCannabis Division for commercial cannabis compliance inspections at licensed cultivation sites, and authorize the Agricultural Commissioner to sign the agreement.

2) Adopt a resolution accepting the unanticipated revenue in the amount of $7,000 and appropriate the revenue for salaries as necessary to comply with the requirements of the agreement.

Executive Summary
The Agricultural Commissioner is in receipt of an agreement for $7,000 between the California Department of Food and Agriculture CalCannabis Division and the County to perform commercial cannabis compliance inspections on behalf of the State at licensed cultivation sites through the end of FY 2019-20. This new agreement will increase revenues for the Weights and Measures Division, Index 103300.

Background
The California Department of Food and Agriculture frequently contracts with Agricultural Commissioners to ensure compliance with agricultural laws and regulations at the local level. This new agreement will give the Agricultural Commissioner the ability to interface with cannabis cultivators in Santa Cruz County to assess compliance with the State’s cannabis cultivation regulations. The agreement will also provide an opportunity to reach out and educate on other programs overseen by the Agricultural Commissioner including pesticide safety and Weights and Measures regulations.

Analysis
CalCannabis began to issue temporary licenses for cannabis cultivation on January 1, 2018. Initial efforts by the Division focused on hiring the staff needed to evaluate applications for compliance with regulations and to train staff over a period of time to conduct site inspections. The Division now has a number of trained staff that perform cultivation site inspections throughout the State. The number of cannabis operations obtaining licenses continues to increase and the Division is now beginning to contract with Agricultural Commissioners to conduct cultivation site inspections within their own jurisdictions to maintain a uniform level of regulatory compliance statewide.
Financial Impact
This is a new revenue agreement in the amount of $7,000. The funds will cover the cost to perform the cultivation site inspections by one Agricultural, Weights and Measures Inspector in budget unit 103300 and will result in no increase to Net County Cost.

Strategic Plan Element(s)
5.C (Dynamic Economy: Local Businesses) - This new agreement supports the continued success and retention of small businesses in Santa Cruz County by ensuring cannabis cultivation operations are in compliance with the State's laws and regulations and have an opportunity to address and correct deficiencies that may otherwise result in cultivation license denials or revocations.

Submitted by:
Juan Hidalgo, Agricultural Commissioner

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:
- Contract 19R0220 CDFA CalCannabis
- Resolution AUD 60
- ADM29 19R0220
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev. 10/16/16)

AGREEMENT NUMBER
18-0296

Purchasing Authority Number (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR NAME
COUNTY OF SANTA CRUZ

2. The term of this Agreement is:

START DATE
FEBRUARY 1, 2019

THROUGH END DATE
JUNE 30, 2020

3. The maximum amount of this Agreement is:

$7,000,00 - SEVEN THOUSAND DOLLARS AND NO CENTS

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

<table>
<thead>
<tr>
<th>EXHIBITS</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Work</td>
<td>3</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Budget Detail and Payment Provisions</td>
<td>2</td>
</tr>
<tr>
<td>Exhibit C*</td>
<td>General Terms and Conditions - GTC 4/2017</td>
<td>0</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Special Terms and Conditions</td>
<td>1</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Additional Provisions</td>
<td>4</td>
</tr>
</tbody>
</table>

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
COUNTY OF SANTA CRUZ

CONTRACTOR BUSINESS ADDRESS
175 WESTRIDGE DRIVE

PRINTED NAME OF PERSON SIGNING

CONTRACTOR AUTHORIZED SIGNATURE

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTING AGENCY ADDRESS
1220 N STREET, ROOM 11.5

PRINTED NAME OF PERSON SIGNING
JENNIFER CROW

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Approved as to form
By:

Date 11/5/19

Packet Pg. 335
<table>
<thead>
<tr>
<th>AGREEMENT NUMBER</th>
<th>PURCHASING AUTHORITY NUMBER (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-0296</td>
<td></td>
</tr>
</tbody>
</table>

EXEMPTION, IF APPLICABLE

DGS LTR 28.8
EXHIBIT A

SCOPE OF WORK

1. Contractor shall perform commercial cannabis cultivation compliance inspection services at licensed cultivation sites for the California Department of Food and Agriculture, CalCannabis Cultivation Licensing Division.

2. The services shall be performed in Santa Cruz County.

3. The services shall be provided between 8:00 a.m. - 5:00 p.m., Monday through Friday, excluding State holidays.

4. The project representatives during the term of this agreement will be:

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Margaret Cornell</td>
<td>Name: Juan Hidalgo</td>
</tr>
<tr>
<td>Section/Unit: CalCannabis Licensing, Compliance &amp; Enforcement</td>
<td>Section/Unit: Agricultural Commissioner’s Office</td>
</tr>
<tr>
<td>Address: 1220 N Street</td>
<td>Address: 175 Westridge Drive</td>
</tr>
<tr>
<td>Sacramento, CA 95814</td>
<td>Watsonville, CA 95076</td>
</tr>
<tr>
<td>Phone: 916.263.0801</td>
<td>Phone: 831.763.8080</td>
</tr>
<tr>
<td>Email: <a href="mailto:margaret.cornell@cdfa.ca.gov">margaret.cornell@cdfa.ca.gov</a></td>
<td>Email: <a href="mailto:juan.hidalgo@santacruzcounty.us">juan.hidalgo@santacruzcounty.us</a></td>
</tr>
</tbody>
</table>

5. Detailed description of work to be performed and duties of all parties.

The County Agricultural Commissioner’s Office (CAC) shall perform defined cannabis cultivation licensing compliance inspections for the California Department of Food and Agriculture (CDFA), CalCannabis Licensing Division (Division). Inspections shall be in accordance with the Medicinal and Adult Use of Cannabis Regulation and Safety Act (Act), Section 26069.1, Division 10 of the Business and Professions Code; and the Agreement for Attaining Mutual Objections between CDFA and the California Agricultural Commissioners and Sealers Association (dated July 31, 2012).

Inspections shall include the following commercial cultivation license types:

- Specialty Cottage Outdoor
- Specialty Cottage Indoor
- Specialty Cottage Mixed-Light Tier 1
- Specialty Cottage Mixed-Light Tier 2
- Specialty Indoor
- Specialty Outdoor
- Specialty Mixed-Light Tier 1
- Specialty Mixed-Light Tier 2
- Processor
- Small Outdoor
- Small Indoor
- Small Mixed-Light Tier 1
- Small Mixed-Light Tier 2
- Medium Indoor
- Medium Outdoor
- Medium Mixed-Light Tier 1
- Medium Mixed-Light Tier 2
- Nursery

County Responsibilities

A. The CAC shall perform compliance inspections of state-licensed commercial cannabis cultivators, nurseries, and processors in compliance with the Act and CDFA regulations as outlined in this agreement using the protocols and forms provided by the Division.
B. The CAC is responsible for scheduling inspections, ensuring that all contracted inspections are completed, and all required documentation is submitted, either in hard copy and/or electronically, to the Division.
C. The CAC agrees to accept an inspection assignment from the Division which may, at times, be with short notice.
D. The CAC inspector classification must be at a level with ability to provide testimony in an administrative, criminal, civil, or other proceeding, as needed.
E. The CAC shall provide a list of cultivation license holder addresses by the 15th of the month for the following month's inspections.
F. The CAC will track, record, and report on a quarterly basis, basic per site cost data, including but not limited to, the hourly rate of staff conducting inspections; number of staff in attendance for each inspection; time duration of the inspection; time duration of report write-up/documentation; number of licenses inspected if more than one per Assessor’s Parcel Number; and the distance to and from cultivation site.

License Inspection Requirements

Inspections are site-based and not based on the number of licenses associated with any specific premises. Activities for a property and/or premises may include more than one license but are considered one (1) inspection and require only one set of documents to be submitted. An inspection shall include all of the following:

A. Appropriately completed, state-provided CalCannabis Cultivator Inspection Form(s).
B. If applicable (first time site inspection) provide the CalCannabis Document Packet to the cultivator electronically and obtain the cultivator’s signature on Declaration Form.
C. Issue a Notice of Non-Compliance form, when appropriate.
D. Submit the CalCannabis Inspection Form, and if applicable the Declaration Form, and the Notice of Non-Compliance Form, to the Division within five (5) business days of completing the inspection.

CDFA Responsibilities

A. The Division shall provide to the CAC designated staff, field inspection training and required inspection forms and documentation, and equipment as determined by the Division.
B. The Division shall assign a Special Investigator as a point of contact and resource to the CAC for program support and to provide a local presence when requested for meetings or relevant enforcement events.
C. The Division-assigned Special Investigator will provide a list of active license holders to the CAC by the 5th of the month.
D. The Division shall reimburse the CAC not more often than monthly, and in arrears.

Additional Terms and Conditions

A. CAC shall meet with the Division to discuss areas of mutual concern including, but not limited to training, joint inspections, and lessons learned.
B. CAC shall immediately notify the Division if they are denied access to a state-licensed cultivation site, encounter recalcitrant licensees, and/or have non-compliance or criminal concerns.
C. CAC shall provide and maintain CAC inspection vehicles.
D. CAC shall ensure that designated supervisors and inspections personnel attend training provided by Division Special Investigators.
E. CAC shall attend required Division trainings on the California CalCannabis Track-and-Trace system.
F. CAC shall allow Division Special Investigators to accompany designated CAC inspectors and/or supervisors in the field upon request.
G. CAC shall report all serious Violations (as defined in Section 8601(e) Table A of the Emergency Regulations (Readopt) or Permanent Regulations) to CalCannabis within 24-hours of detection.

H. CAC shall provide the Division with applicable information regarding violations, if any, issued to state licensed cultivation licensee associated with pesticide use/application, or weighing and measuring device non-compliance, if any.

I. Forms may be changed or modified based upon prior mutual agreement from both parties or as required by law.

J. Nothing in this agreement prevents or precludes the Division's Compliance and Enforcement staff from performing regulatory inspections or investigations of state licensed cannabis cultivators within the County.

**Invoicing**

The CAC shall submit itemized invoices on county letterhead using the template provided. Invoices shall be submitted monthly, no later than thirty (30) calendar days after the end of the reporting period covered by the invoice.

All invoiced expenses must fall within the parameters of the Scope of Work and Budget Worksheet and must be directly related to administering and conducting Division program-related activities.

Invoices shall be sent via email to margaret.cornell@cdfa.ca.gov. Questions about invoicing/reimbursement shall be directed to Margaret Cornell via email or by calling (916) 263-0801.

The Division shall reimburse the CAC a flat fee for inspections as follows:

| ART OF INSPECTION | AMOUNT
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Licenses on Premises AND Belonging to the Same Business</td>
<td></td>
</tr>
<tr>
<td>1-10</td>
<td>$400</td>
</tr>
<tr>
<td>11-30</td>
<td>$500</td>
</tr>
<tr>
<td>31-60</td>
<td>$600</td>
</tr>
<tr>
<td>61+</td>
<td>$700</td>
</tr>
</tbody>
</table>
EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment
   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
   B. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
   C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources. [http://www.calhr.ca.gov/employees/pages/travel-meals.aspx](http://www.calhr.ca.gov/employees/pages/travel-meals.aspx).

2. Budget Contingency Clause
   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause
   A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
**BUDGET DETAIL**

**County:** Santa Cruz

**Contract Manager:** Juan Hidalgo

<table>
<thead>
<tr>
<th>AMOUNT PER INSPECTION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Licenses on Premises AND Belonging to the Same Business</td>
<td></td>
</tr>
<tr>
<td>1-10</td>
<td>$400</td>
</tr>
<tr>
<td>11-30</td>
<td>$500</td>
</tr>
<tr>
<td>31-60</td>
<td>$600</td>
</tr>
<tr>
<td>61+</td>
<td>$700</td>
</tr>
</tbody>
</table>

**Total Contract Amount:** $7,000.00
EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

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

2. **Settlement of Disputes**

   In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor- Consultant Contracts Only**

   Per the Department of General Services (DGS), all contracts for consultant services of $5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. **Agency Liability**

   The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

   If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Right to Terminate**

   The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.
EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS
The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

UNFAIR PRACTICES ACT
Contractor hereby certifies that he/she will comply with the requirements of Section 17200 of the Business and Professions Code.

CONFLICT OF INTEREST
Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

LICENSE AND PERMIT REQUIREMENTS
The Contractor shall be an individual or firm properly licensed to do business in California in accordance with the laws of the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CDFA a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

Licensed contractors must observe professional standards for quality work or the California Contractors State License Board will invoke disciplinary action.

Should the State of California determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the agreement plans and specifications, all at no further or additional cost to the State of California.

DISPUTES
Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten business days) by the Contractor and CDFA Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the CDFA or the designated representative and the Contractor for joint resolution.
INSURANCE REQUIREMENTS
Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New Certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.

c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

d. Primary clause – Any required insurance contained in this contract shall be primary and not excess or contributory to any other insurance carried by the State.

e. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an "A-" with a financial category rating of no lower than VI. If the contractor is self-insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.

f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor’s obligation under the contract.

h. Use of Subcontractors – In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insured under Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages and limits required of the Contractor.

2. Contract Insurance Requirements

Prime Contractor Insurance Requirements
Contractor shall display on an Accord certificate of insurance evidence of the following coverages:

Commercial General Liability Insurance
Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s liability.
The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under this contract.**

**Automobile Liability Insurance**
Contractor shall maintain automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

**Workers Compensation Insurance**
The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than $1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

**Sub-Contractor Insurance Requirements**
Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

**Commercial General Liability Insurance**
Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under this contract**

**Automobile Liability Insurance**
Contractor shall maintain automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

**Workers Compensation Insurance**
The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than $1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

**SUBCONTRACTORS**
All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.
The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

**POTENTIAL SUBCONTRACTORS**

Nothing contained in this agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor’s obligation to pay its subcontractors is an independent obligation from the State’s obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to the subcontractor.

**REPORTS**

If this agreement is for the production of a report, pursuant to Government Code, Section 7550, Contractor will include the dollar amount and agreement number of all contracts relating to preparation of this report.

**CONFIDENTIALITY AND PUBLIC RECORDS**

Contractor and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with Government Code, Section 6250, or Public Contract Code. The CDFA agrees not to disclose such information or data furnished by contractor and to maintain such information or data as confidential when so designated by contractor in writing at the time it is furnished to the CDFA, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

**FORCE MAJEURE**

Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**AMERICAN DISABILITIES ACT**

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

**NATIONAL LABOR RELATIONS CERTIFICATION**

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two (2 year period because of the Contractor’s failure to comply with an order of a Federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. ___________

On the motion of Supervisor ___________
Duly seconded by Supervisor ___________
The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is the recipient of funds, in the amount of $7,000.00, from the CA Dept. of Food and Agriculture, for commercial cannabis compliance inspections at licensed cultivation sites; and

WHEREAS, the above-referenced funds are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code section 29130(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector accept the amount of $7,000.00 for use by the Agricultural Commissioner's Office for commercial cannabis compliance inspections at licensed cultivation sites.

<table>
<thead>
<tr>
<th>GL Key</th>
<th>Revenue Object</th>
<th>JL Key</th>
<th>JL Object</th>
<th>Acct Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>103300</td>
<td>40723</td>
<td></td>
<td></td>
<td>ST-CDFA CalCannabis</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

and that such funds be and are hereby appointed as follows:

<table>
<thead>
<tr>
<th>GL Key</th>
<th>Expenditure Object</th>
<th>JL Key</th>
<th>JL Object</th>
<th>Acct Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>103300</td>
<td>51000</td>
<td></td>
<td></td>
<td>Regular pay</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>
PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this ______ day of ________, 20__, by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS _______

NOES: SUPERVISORS _______

ABSENT: SUPERVISORS _______

________________________
Chair of the Board

ATTEST:

________________________
Clerk of the Board

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) will be received within the current fiscal year.

By: ____________________________
Department Head

Date: ______/____/____

COUNTY ADMINISTRATIVE OFFICER

/ X / Recommended to Board

/ / Not recommended to Board

APPROVED AS TO FORM:

________________________
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Auditor-Controller-Treasurer-Tax Collector

103300

Distribution:
Auditor-Controller-Treasurer-Tax Collector
County Counsel
County Administrative Officer
Originating Department

AUD60 (Rev 4/15)
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Agricultural Comm - Weights & and AGRICULTURAL COMMISSIONER.

The agreement will provide CalCannabis

Period of agreement is from 2/1/2019 to 6/30/2020.

Anticipated Cost is $7,000.00.

Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>Account/Description</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Extd Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2020</td>
<td>GL 103300 - 40723 / JL - CalCannabis</td>
<td>1</td>
<td>EA</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

---

**Workflow Approval History**

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/14/19 10:39:42</td>
<td>AGC214</td>
<td>Mark Huett</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/14/19 10:46:56</td>
<td>AGC035</td>
<td>Juan Hidalgo</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/14/19 13:38:27</td>
<td>CAO024</td>
<td>Melodye Serino</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td></td>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Pending</td>
</tr>
</tbody>
</table>

***********************************************************************************************

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD

***********************************************************************************************
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Parks, Open Space & Cultural Services
     (831) 454-7901
Subject: Arts Commission 2019 Public Art Plan and Biennial Report
Meeting Date: January 29, 2019

Recommended Action(s):
1) Approve the Arts Commission 2019 Public Art Plan; and
2) Accept and file the Arts Commission biennial report for calendar years 2017 and 2018, and direct the Chairman to thank the members of the Arts Commission for their efforts on behalf of the County.

Executive Summary
The Parks Department is submitting the annual Public Art Plan for 2019 and the biennial Arts Commission report for Board review and approval.

Background
The Board approved Public Art and Design Guidelines in the County Policy and Procedures direct that the Parks Department present upcoming capital improvement projects to the Arts Commission which will on an annual basis create a proposed Public Art Plan.

On November 10, 2018, the proposed 2019 Public Art Plan was reviewed and approved by the Arts Commission.

Analysis
Several projects within the Plan are currently in progress with the potential of being completed by the end of this 2019 calendar year.

This Plan includes the proposed art projects, budgets, recommendations for the specific approach to art in each of the projects, and definition of the artist selection process. All of which is attached and recommended for approval by the Board of Supervisors.

Additionally, this memo serves to submit the biennial Arts Commission report. The arts-related programs and goals outlined in the biennial report will continue to provide recreational opportunities and cultivate the arts in the County. The Parks Department recommends accepting and filing the Arts Commission biennial report.

The 2019 Public Art Plan and biennial report are in accordance with Objectives 3.1 (Recreation), and 3.2 (Arts) of the Parks Strategic Plan.

Financial Impact
Funds for the Percent for the Arts capital projects are provided by the responsible departments to Arts in Public Places, GL Key 134909. For a breakdown of funding sources and amounts per project, see the attached Public Art Plan.

**Strategic Plan Element(s)**
2.B (Attainable Housing: Community Development)
5.B (Dynamic Economy: Community Vitality)
6.B (Operational Excellence: County Workforce)

Arts are essential to a community’s vitality and economic development. The public arts projects included in the plan will provide cultural gathering spaces. A vibrant arts sector, which includes public art, generates creativity, fuels innovation, and enriches a community’s quality of life - all of which are key to attracting new business and a dynamic workforce.

**Submitted by:**
Jeff Gaffney, Director of Parks, Open Spaces & Cultural Services

**Recommended by:**
Carlos J. Palacios, County Administrative Officer

**Attachments:**

b  Arts Commission Biennial Report 2017-2018
c  Public Art Plan 2019
ROLE OF THE COMMISSION
For the benefit of the citizens of the County of Santa Cruz, the Arts Commission is responsible for advising and making recommendations to the Board of Supervisors and the Parks Department staff on all matters relating to the encouragement and coordination of artistic and cultural affairs within the County. In addition, the Commission:

1. Identifies and addresses the unmet needs of cultural and artistic life in Santa Cruz County.
2. Serves as advocates for the arts, soliciting multiple sources to support artistic and cultural programs in Santa Cruz County.
3. Communicates and cooperates with the County of Santa Cruz, Department of Parks, Open Space and Cultural Services and related Commissions, community and private resources and arts-related groups performing as contractors, in order to ensure coordination of arts and cultural activities.
4. Assembles and makes available to the public up-to-date information relating to Santa Cruz County’s artistic and cultural resources.
5. Is responsible for Arts Council oversight for the Board of Supervisors and conducts an annual review in June.
6. Helps facilitate public and private partnerships for the Arts in Santa Cruz County.

MEETINGS AND STRUCTURE
The Arts Commission meets no more than six times each fiscal year, with meeting dates to be determined by the Commission based on program needs. Meetings are generally held at 4:30 p.m. at the Parks administrative office.

The Arts Commission is made up of ten members, two nominated by each Supervisor, which operates using the Sturgis Rules of Order and a structure that includes a Chairperson and a Vice-Chairperson. Staff support is provided by the Department of Parks, Open Space and Cultural Services.

ATTENDANCE
Exhibit 1 (two pages) displays the attendance of the Commissioners for the past 24 months.
2017-18 ACCOMPLISHMENTS

Arts Awards and Recognition:
- Selected the 2018 and 2019 Artist of the Year Award recipients
- Conducted the “Profile Performance” for 2017 and 2018 Artists of the Year at Cabrillo College; both events were open to the public and were well-attended
- Selected a recipient and for the Eloise Pickard Smith Award

Public Arts Programs:
- Developed the 2017 and 2018 Public Art Plans
- Started the public art process and selected public artists for the Felton Library and Behavioral Health Office Bldg.
- Continued phased implementation of the Farm public art project
- Coordinated with community members to facilitate installation of two “Just in Time” (JIT) projects (community-initiated and funded public art projects on County-owned property)
- Public Art installed Twin Lakes

County Art Collection and Exhibitions:
- Continued Art Exhibitions in the County Government Center; appointed Arts Commissioner to serve on the selection panel
- Continued Art Exhibitions at the Simpkins Family Swim Center

Commission Business:
- Held annual planning retreats
- Reviewed Arts Council activities
- Reviewed Museum of Art and History activities

Information and Communication:
- Attended Arts Council Associates meetings

2019-20 GOALS

Arts Awards and Recognition:
- Continue Art Exhibits in the County Government Center; appoint Arts Commissioner to serve on the selection panel for 2019 and 2020 exhibitions
- Select the Artists of the Year 2020 and 2021
- Consider acknowledging Emerging Artists in a new awards program
- Implement updates to the Artist of the Year program selection process
- Conduct the 2019 and 2020 Artist of the Year profile performances
- Present the Eloise Pickard Smith Award

Public Art Programs:
- Develop the 2019 and 2020 Public Art Plan
- Provide public art information and photos to be included on the Parks Department website
- Select Commission representatives and begin public art process for the La Selva Beach Library
- Public Art installed at Floral Park, Twin Lakes, and Felton Library; continue phased installation at the Farm Park
- Implement future phases of the *Outside the Box* program
- Continue JIT process

**County Art Collection:**
- Continue Exhibitions at the County Government Center and Simpkins Family Swim Center
- Secure donations of art from previous Artists of the Year
- Continue to site the artwork donated by the Heil Family

**Information and Communication:**
- Commissioners attend the Arts Council Associates meetings

**Commission Business:**
- Review the Arts Council activities
- Review the Museum of Art and History activities
- Revisit development of a plan to expand public art to the entire county through the Leaving an Arts Legacy Program

**Future Planning:**
- Conduct annual Arts Commission planning retreats

**Recommendations:**
- County of Santa Cruz Board of Supervisors consider and approve Leaving an Arts Legacy Program, which will provide public artwork for the entire county community
# ARTS COMMISSION - Attendance 2017

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DISTRICT 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peggy Alberti</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>James Nee</td>
<td></td>
<td></td>
<td></td>
<td>E</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>Irwin Kaplan</td>
<td></td>
<td></td>
<td></td>
<td>--</td>
<td>--</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td><strong>DISTRICT 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cynthia Kilian</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>E</td>
<td>P</td>
</tr>
<tr>
<td>Adele Gardner</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>E</td>
<td>E</td>
</tr>
<tr>
<td><strong>DISTRICT 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joanna Phillips</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aura Oslapas</td>
<td></td>
<td></td>
<td></td>
<td>E</td>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td>E</td>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DISTRICT 4</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul De Worken</td>
<td></td>
<td></td>
<td></td>
<td>E</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>(late)</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>Judy Stabile</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DISTRICT 5</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lynda Phillips</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>(late)</td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leslie Steiner</td>
<td></td>
<td></td>
<td></td>
<td>E</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td>E</td>
<td>E</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **P** = Present
- **E** = Excused Absence
- **U** = Un-excused Absence
- **V** = Vacant
- **R** = Resigned
- **C** = Canceled Meeting

No meeting held in January
No meeting held in February
No meeting held in March
No meeting cancelled - Quorum not met
No meeting held in April
No meeting held in July
No meeting held in August
No meeting held in September
No meeting held in October
No meeting held in November
No meeting held in December

Meeting cancelled – Quorum not met
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Peggy Alberti</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Irwin Kaplan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISTRICT 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Cynthia Kilian</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>E</td>
<td>E</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Adele Gardner</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISTRICT 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Joanna Phillips</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E</td>
<td>P</td>
<td>E</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Aura Oslapas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISTRICT 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>U</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Paul De Worken</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Judy Stabile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISTRICT 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E</td>
<td>P</td>
<td>E</td>
<td>U</td>
<td>E</td>
<td>P</td>
<td>P</td>
<td>R</td>
</tr>
<tr>
<td>Lynda Phillips</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Leslie Steiner</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E</td>
<td>U</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

- **P** = Present
- **E** = Excused Absence
- **U** = Un-excused Absence
- **V** = Vacant
- **R** = Resigned
- **C** = Canceled Meeting

No meeting held in January
No meeting held in February
No meeting held in March
No meeting held in April
No meeting held in July
No meeting held in August
No meeting held in September
No meeting held in December
### Santa Cruz County Arts Commission Public Art Plan 2019

<table>
<thead>
<tr>
<th>Project</th>
<th>Original Budget</th>
<th>Estimated $ Available for Public Art</th>
<th>Original Source of Funding</th>
<th>Public Art Process Start Date</th>
<th>Construction Start Date</th>
<th>Public Art Completion Date</th>
<th>Selection Process</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECTS ALREADY IN PROGRESS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Felton Public Library</td>
<td>$6,000,000</td>
<td>$120,000</td>
<td>Measure S-Santa Cruz Libraries Facilities Financing Authority</td>
<td>Started</td>
<td>2018</td>
<td>2019-2020</td>
<td>Open Competition</td>
</tr>
<tr>
<td>% The Farm Park</td>
<td>$6,000,000 (1)</td>
<td>$120,000</td>
<td>RDA</td>
<td>Started</td>
<td>Summer 2014</td>
<td>Winter 2019/20</td>
<td>Open Competition</td>
</tr>
<tr>
<td>BHOB</td>
<td>$5,000,000</td>
<td>$25,000</td>
<td>HSA</td>
<td>Started</td>
<td>Started</td>
<td>Spring 2019</td>
<td>Open Competition</td>
</tr>
<tr>
<td>% Floral Park</td>
<td>$870,000 (1)</td>
<td>$17,400</td>
<td>RDA</td>
<td>Started</td>
<td>N/A</td>
<td>Spring 2019</td>
<td>Open Competition</td>
</tr>
<tr>
<td>La Selva Beach Library Renovation Project</td>
<td>$250,000</td>
<td>$5,000</td>
<td>Measure S-Santa Cruz Libraries Facilities Financing Authority</td>
<td>Winter 2018/19</td>
<td>Fall 2019</td>
<td>Winter 2019/20</td>
<td>Open Competition</td>
</tr>
<tr>
<td>Outside the Box</td>
<td>--</td>
<td>$10,000</td>
<td>DPW-trans</td>
<td>Started</td>
<td>ongoing</td>
<td>ongoing</td>
<td>Open Competition</td>
</tr>
<tr>
<td>County Permanent Art Collection</td>
<td></td>
<td></td>
<td>Parks Budget and Donations</td>
<td>Started</td>
<td>Installation is ongoing</td>
<td>ongoing</td>
<td>Purchase and Donations</td>
</tr>
</tbody>
</table>

Note: %=Percent for Arts projects; the dollar figures included for the adopted and proposed budgets include design fees and the 2% applies only to applicable construction costs.

(1) There is no longer any RDA funding for the construction of these parks; the figure shown in “Original Budget” for these projects is only provided as a reference to show how the amount available for Percent for Arts was determined.
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From:  Parks, Open Space & Cultural Services
(831) 454-7901
Subject:  Arts Council State/Local Partnership Program 2019
Meeting Date:  January 29, 2019

Recommended Action(s):
Adopt resolution authorizing the Arts Council Santa Cruz County to be the designated representative to the California Arts Council.

Executive Summary
The Director of Parks, Open Space and Cultural Services (Parks Department) is requesting that the Arts Council Santa Cruz be designated as the State/Local Partner for Santa Cruz County and therefore be eligible for funds allocated by the California Arts Council.

Background
The California Arts Council (CAC) typically allocates funds to one Arts Council in each county through its State/Local Partnership program to encourage cultural planning and decision making at the local level and for the development of programs to serve constituents.

For the past 34 years, the Arts Council Santa Cruz County has been designated by the Board of Supervisors as the State/Local Partner for Santa Cruz County, thereby creating an opportunity for the Arts Council to apply for funds available under this program.

Analysis
To qualify for the State/Local Partnership program, an organization is required to have: 1) developed a comprehensive Arts Plan, which is currently being implemented; and 2) the organization must be designated a State/Local Partner via a resolution by the Board of Supervisors.

There is a possibility of grant funding awarded by the CAC in fiscal year 2019-2020. In order to be eligible for this potential funding, the Parks Department is requesting that the Board approve the recommended action.

The designation establishes a partnership and cultivates the arts in accordance with Objective 2.5 (Partnerships), and Objective 3.2 (Arts) of the Parks Strategic Plan.

Strategic Plan Element(s)
5.B (Dynamic Economy: Community Vitality) Arts are essential to a community's vitality and economic development.

Submitted by:
Jeff Gaffney, Director of Parks, Open Spaces & Cultural Services

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:
- Resolution
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. __________

On the motion of Supervisor:
Duly seconded by Supervisor:
The following resolution is adopted:

RESOLUTION APPROVING THE DESIGNATION OF THE ARTS COUNCIL SANTA CRUZ COUNTY AS THE SANTA CRUZ COUNTY REPRESENTATIVE TO THE STATE/LOCAL PARTNERSHIP PROGRAM FOR THE CALIFORNIA ARTS COUNCIL

WHEREAS, the California Arts Council and the California State Legislature have established a State/Local Partnership Program designated to encourage local cultural planning and decision making and to reach previously under-served constituents; and

WHEREAS, an organization must be designated by the Board of Supervisors of Santa Cruz County to qualify for the California Arts Council State/Local Partnership Program;

NOW THEREFORE, BE IT RESOLVED that, the Board of Supervisors of the County of Santa Cruz does hereby approve the Arts Council Santa Cruz County to be the designated Santa Cruz County representative for the 2019-2020 State/Local Partnership Program.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California this ____ day of __________, 2019 by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

______________________________
Chairperson of the Board of Supervisors

______________________________
Clerk of the Board

APPROVED AS TO FORM:

______________________________
Office of the County Counsel

Distribution: Auditor-Controller-Treasurer-Tax Collector, County Counsel, CAO, Arts Council, Parks, Arts Commission

1
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Parks, Open Space & Cultural Services
(831) 454-7901
Subject: Special Conditions for the Rockview Coastal Access Park
Meeting Date: January 29, 2019

Recommended Action(s):
Accept Special Conditions of a Coastal Development Permit for the Rockview Coastal Access Park outlined by the California Coastal Commission.

Executive Summary
The Parks, Open Spaces and Cultural Services Department (Parks Department) is seeking acceptance of the Special Conditions of a Coastal Development Permit for the Rockview Coastal Access Park which was drafted in partnership with 6 adjacent property owners and the California Coastal Commission to support coastal access.

Background
Several decades ago, a seawall was constructed at the end of Rockview Drive in Pleasure Point. A pathway sits atop of this seawall and a small County Park with a picnic table is directly adjacent to the pathway. The six property owners adjacent to the seawall recently made emergency repairs to the seawall and now must obtain a Costal Development Permit (CDP) after the fact.

Parks has been working in cooperation with the California Coastal Commission (CCC) to improve and maintain the Rockview Coastal Access Park (Rockview). For the past two years, in anticipation of this CDP application, The Parks Department, six property owners adjacent to Rockview, and the CCC have agreed to the Special Conditions in concept, as part of the Coastal Development Permit for Rockview. The full CDP will be on the Coastal Commission’s agenda for approval on February 6, 2019.

Analysis
The Special Conditions of the CDP outline that Parks will take on routine maintenance functions for a walkway and fence in front of the six adjacent private properties. The CDP also stipulates that a staircase to the coastal bluff be constructed, which the Parks Department will also manage.

Per the CCC, the walkway near Rockview is required to be open for coastal access and benefit the community and visitors. The six property owners are required, by the terms and conditions of the CDP, to provide resources and/or funds to Parks for deferred maintenance and operations every twenty years per the CDP. These financial resources will also be used to improve and maintain the small park adjacent to the seawall and walkway. The Parks Department will receive these funds in one lump sum in the form of Recreational Development Fees and Sand Extraction Fees on or before the approval of the CDP which is slated for February 6, 2019.
Financial Impact
It is anticipated that the Recreational Development Fees and Sand Extraction Fees imposed by the Coastal Commission will result in between $277,000 to $340,000 in funding to the Parks Department. These funds will be deposited into a coastal access trust and be drawn down over time to fund construction of the staircase and ongoing maintenance and repairs. These fees must be paid by the six adjacent property owners in order for them to receive the Coastal Development Permit. The Parks Department anticipates that these fees will be received by the County on or before February 6, 2019.

Strategic Plan Element(s)
4.A (Sustainable Environment: Outdoor Experience)
6.C (County Operational Excellence: County Infrastructure)
This project will enhance a coastal access point for the community and visitors while creating a sustainable funding source to maintain the park and walkway.

Submitted by:
Jeff Gaffney, Director of Parks, Open Spaces & Cultural Services

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:
a  Coastal Dev Permit Special Conditions
III. SPECIAL CONDITIONS

This permit is granted subject to the following special conditions:

1. Approved Project. This CDP (i.e., CDP 3-16-0446) authorizes the augmented seawall as constructed pursuant to Emergency CDP G-3-16-0005 as shown on the plans titled “Seawall Maintenance” dated received January 3, 2017 in the Coastal Commission’s Central Coast District Office (see Exhibit 3), and also authorizes the development required pursuant to the approved Rockview Drive Park Public Access Improvement Plan (see Special Condition 2 below), all subject to the terms and conditions of this CDP.

2. Rockview Drive Park Public Access Improvement Plan. PRIOR TO ISSUANCE OF THE CDP and no later than three months from the date of the Commission’s approval of this CDP (i.e., by May xx, 2019), the Permittees shall submit two copies of a Rockview Drive Park Public Access Improvement Plan (Plan) to the Executive Director for review and written approval. The Plan shall provide for the following improvements to the Rockview Drive Park area:

   a. Stairway. A new public access stairway from the blufftop to the rock shelf that is substantially consistent with the stairway described and shown on the plan sheet titled “Conceptual Design for Rockview Dr. Public Accessway Stair” and dated July 27, 2018 (and dated received in the Coastal Commission’s Central Coast District Office on August 1, 2018). The stairway treads shall be at least 3 feet wide (and shall be wider, up to 5 feet wide, if feasible) and at least 12 inches deep (and shall be wider, if feasible, with a roughly 6 inch rise), and landings shall be at least as wide as stairway treads on all sides, all as measured between any required railings (or from the edge of the tread where no railing is required). The base of the stairway shall be founded in concrete and shall be sited and designed to mimic natural bluff/rock shelf features as much as possible. The overall stairway, including all railings, shall be sited and designed in such a way as to blend into the natural environment and to minimize public view impacts as much as possible.

   b. Park Area Expanded. The existing Park area (i.e., the pathway area atop the seawall extending through and including the generally unpaved area including the existing picnic table) shall be expanded as much as feasible (including in relation to accommodating emergency vehicles), including via making use of the paved vehicular area and all other nearby portions of the Rockview Drive right-of-way for Park purposes (i.e., through realignment of curbs, relocation/removal of the power pole and street light, removal of fencing, etc.), and including through expanding the level area of the Park near the blufftop edge, including as necessary to prevent erosion and address drainage, to allow seamless connection to the new stairway, and to facilitate Park utility and aesthetics as much as possible.

   c. Park Design and Aesthetics. The expanded Park area shall make use of a coordinated design scheme to differentiate the Park area from the roadway and private property (i.e., via consistent surfacing throughout the Park; barriers, signs, and other transition elements to help demarcate Park use from vehicular and/or private uses; etc.), and to ensure
internal Park consistency (including through the use of matching/similar materials, colors, textures, and other design elements). All park design and aesthetics shall be chosen to best integrate with the natural surroundings in a manner to best facilitate public use and enjoyment.

d. **Park Amenities.** Picnic tables, viewing benches/sitting areas, bike racks, enclosed trash and recycling receptacles, doggie mitt stations, signs (see also below), and other such public Park amenities shall be provided in a way that maximizes their public utility, including in relation to views, and minimizes their impacts to public views otherwise.

e. **Park Signage.** Directional and other user signage shall be sited and designed to provide clear information while limiting public view impacts as much as possible. At least one interpretive sign providing appropriate shoreline/surfing content shall be provided. Sign details showing the location, materials, design, and text of all signs shall be provided. Public access and interpretive signs shall include the California Coastal Trail and California Coastal Commission emblems and recognition of the Coastal Commission’s role in helping to provide public access at this location.

f. **Park Landscaping.** The Park shall include landscaping designed to improve public views, including to soften the appearance of hard edges and structural elements as much as possible. The Plan shall include landscape, landscape maintenance, and irrigation parameters that identify all such landscaping, including in terms of all plant materials (size, species, and quantity) and all irrigation systems. All plants used on site shall be native species appropriate to the local coastal bluff environment. Non-native and invasive plant species in the Park as well as adjacent to the Park (within the public right-of-way and/or other public spaces) shall be removed and shall not be allowed to persist on the site. The planting of non-native invasive species, such as those listed on the California Invasive Plant Council’s Inventory of Invasive Plants, is prohibited. All landscaped areas shall be continuously maintained, and all plant material shall be continuously maintained in a litter-free, weed-free, and healthy growing condition.

g. **Seawall Surfacing.** All seaward facing elements of the seawall shall at a minimum be colored/stained to mimic natural bluff coloration appropriate to the Pleasure Point area, and may include undulation to mimic natural bluffs, and all such surfacing shall be maintained over the life of the project. All such surface treatments shall make use of paints, stains, sealants, and any other such materials that are appropriate for and safe for use in the marine environment. Such contouring and/or colorizing/staining shall also be required of any portion of the cutoff wall footing/foundation that becomes visible due to rock shelf erosion.

h. **Riprap Removal/Restacking.** All riprap as identified in Exhibit 2 shall be removed as much as is feasible while maintaining protection for the Park, and where infeasible shall be restacked to occupy as little beach/rock shelf space as possible.

i. **Park Fencing.** The existing chain link fence atop the existing seawall shall be removed and replaced with fencing that is designed to avoid impacting public views as much as possible, including by limiting its height and being as visually permeable as possible.
Any other fencing located in the Rockview Drive right-of-way and/or other adjacent public spaces shall be removed. All remaining fencing shall be seamlessly integrated with the new stairway and any of its railings, and shall be consistent with Park design and aesthetics (see also above).

j. **No Public Access Disruption.** Development and uses within the Park area (including the public pathway on top of the seawall that disrupt and/or degrade public access (such as furniture, planters, temporary structures, private use signs, fences, barriers, ropes, etc. being placed in the Park area) shall be prohibited. The public use areas shall be maintained consistent with the approved Plan and in a manner that maximizes public use and enjoyment.

k. **Park Use Hours.** Access to the Park and its amenities, including beach access via the stairway and access to the lateral pathway on top of the seawall, shall be available to the general public free of charge 24 hours per day.

l. **Park Maintenance.** All Park amenities (including the stairway, picnic tables, viewing benches/sitting areas, bike racks, trash and recycling receptacles, doggie mitt stations, signs, landscaping, hardscaping, fencing, irrigation, the overall Park area, etc.) shall be maintained in their approved state for as long as the seawall and/or any residential development inland of it exists in any form at this location, and the Plan shall provide a regular schedule of maintenance for same.

m. **Park Improvements Implementation Timeline.** The Plan shall include a schedule that identifies expected installation timelines for all improvements and amenities described in this condition above, all of which shall be constructed, installed, operational, and available for general public use as soon as possible, but no later than one year from CDP approval (i.e., February xx, 2020).

Minor adjustments to the above standards may be allowed in the approved Plan by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources, including that extension to the identified deadlines may be granted by the Executive Director for good cause. All requirements above shall be enforceable components of this CDP. The Permittee shall undertake development in conformance with this condition and the approved Rockview Drive Park Public Access Improvement Plan.

3. **Construction Plan.** PRIOR TO ISSUANCE OF THE CDP, the Permittees shall submit two copies of a Construction Plan to the Executive Director for review and written approval. The Construction Plan shall, at a minimum, include the following:

a. **Construction Areas.** The Construction Plan shall identify the specific location of all construction areas, all staging areas, and all construction access corridors in site plan view. All such areas within which construction activities and/or staging are to take place shall minimize impacts on public access, including public parking, and other coastal resources, including by maximizing use of the developed blufftop portions of the Permittees’ property for construction staging and materials storage, and minimizing use
of immediate shoreline public use areas for construction-related purposes as much as possible. Special attention shall be given to siting and designing construction areas in order to minimize impacts on the ambiance and aesthetic values of the Rockview Drive Park area, including but not limited to public views across the site.

b. **Construction Methods.** The Construction Plan shall specify the construction methods to be used, including all methods to be used to keep construction areas separated from public use areas as much as feasible (including through use of unobtrusive fencing and/or other similar measures to delineate construction areas), including verification that equipment operation and equipment and material storage will not significantly degrade public views during construction. The Plan shall limit construction activities to avoid coastal resource impacts as much as possible.

c. **Construction Timing.** No work shall occur during weekends and/or during the summer peak months (i.e., from the Saturday of Memorial Day weekend through Labor Day, inclusive) unless, due to extenuating circumstances, the Executive Director authorizes such work. In addition, all work shall take place during daylight hours (i.e., from one-hour before sunrise to one-hour after sunset). Nighttime work and lighting of the work area are prohibited.

d. **Construction BMPs.** The Construction Plan shall identify the type and location of erosion control/water quality best management practices that will be implemented during construction to protect coastal water quality and other coastal resources, including at a minimum all of the following:

1. **Runoff Protection.** Silt fences, straw wattles, and equivalent apparatus shall be installed at the perimeter of the blufftop portion of the construction site to prevent construction-related runoff and/or sediment from discharging from the construction area, and/or entering into storm drains or otherwise offsite and/or towards the ocean. Similar apparatus shall be applied on the beach/shoreline recreational area for the same purpose when potential runoff is anticipated (and removed otherwise). Special attention shall be given to appropriate filtering and treating of all runoff, and all drainage points, including storm drains, shall be equipped with appropriate construction-related containment and treatment equipment.

2. **Equipment BMPs.** Equipment washing, refueling, and/or servicing shall take place at an appropriate off-site and inland location to help prevent leaks and spills of hazardous materials at the project site.

3. **Good Housekeeping.** The construction site shall maintain good construction housekeeping controls and procedures (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain (including covering exposed piles of soil and wastes); dispose of all wastes properly, place trash receptacles on site for that purpose, and cover open trash receptacles during wet weather; remove all construction debris from the project site; etc.).
4. Erosion and Sediment Controls. All erosion and sediment controls shall be in place prior to the commencement of construction as well as at the end of each work day.

5. No Intertidal Grading. Grading of intertidal areas is prohibited, except removal of existing concrete, riprap, and rubble is allowed in these areas.

6. Rubber-tired Construction Vehicles. Only rubber-tired construction vehicles are allowed on the beach/shoreline recreational area, except track vehicles may be used if the Executive Director determines that they are required to safely carry out construction. When transiting on the beach/shoreline recreational area, all such vehicles shall remain as close to the bluff edge as possible and avoid contact with ocean waters.

7. Construction Material Storage. All construction materials and equipment placed seaward of the bluff during daylight construction hours shall be stored beyond the reach of tidal waters. All construction materials and equipment shall be removed in their entirety from these areas by one-hour after sunset each day that work occurs, except for necessary erosion and sediment controls and/or construction area boundary fencing where such controls and/or fencing are placed as close to the toe of the coastal protection/bluff as possible, and are minimized in their extent.

e. Restoration. All beach/shoreline recreational area and other public recreational use areas and all beach/shoreline recreational area access points impacted by construction activities shall be restored to their pre-construction condition or better within three days of completion of construction. Any native materials impacted shall be filtered as necessary to remove all construction debris.

f. Construction Site Documents. The Construction Plan shall provide that copies of the signed CDP and the approved Construction Plan be maintained in a conspicuous location at the construction job site at all times, and that such copies are available for public review on request. All persons involved with the construction shall be briefed on the content and meaning of the CDP and the approved Construction Plan, and the public review requirements applicable to them, prior to commencement of construction.

g. Construction Coordinator. The Construction Plan shall provide that a construction coordinator be designated to be contacted during construction should questions arise regarding the construction (in case of both regular inquiries and emergencies), and that his/her contact information (i.e., address, phone numbers, email address, etc.) including, at a minimum, a telephone number (with message capabilities) and an email that will be made available 24 hours a day for the duration of construction, is conspicuously posted at the job site where such contact information is readily visible from public viewing areas while still protecting public views as much as possible, along with indication that the construction coordinator should be contacted in the case of questions regarding the construction (in case of both regular inquiries and emergencies). The construction coordinator shall record the contact information (address, email, phone number, etc.) and nature of all complaints received regarding the construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the
complaint or inquiry. All complaints and all actions taken in response shall be summarized and provided to the Executive Director on at least a weekly basis.

h. **Construction Specifications.** The construction specifications and materials shall include appropriate penalty provisions that require remediation for any work done inconsistent with the terms and conditions of this CDP.

i. **Notification.** The Permittee shall notify planning staff of the Coastal Commission’s Central Coast District Office at least three working days in advance of commencement of construction, and immediately upon completion of construction.

Minor adjustments to the above Construction Plan requirements may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources. All requirements above and all requirements of the approved Construction Plan shall be enforceable components of this CDP. The Permittees shall undertake development in conformance with this condition and the approved Construction Plan.

4. **Monitoring and Reporting.** The Permittees shall ensure that the condition and performance of the approved as-built project is regularly monitored and maintained. Such monitoring evaluation shall at a minimum address whether any significant weathering or damage has occurred that would adversely impact future performance, and identify any structural or other damage or wear and tear requiring repair to maintain the augmented seawall and the Rockview Drive Park Improvements in a structurally sound manner and in their approved state. The private individual Permittees shall be responsible for all aspects of compliance with this special condition related to the augmented seawall and any remaining riprap, and Santa Cruz County shall be responsible for all aspects of compliance with this special condition related to all other Rockview Drive Park Improvements. Monitoring shall at a minimum include:

a. **Armoring.** All armoring (including the seawall and the remaining riprap) shall be regularly monitored by a licensed civil engineer with experience in coastal structures and processes to ensure structural and cosmetic integrity, including at a minimum evaluation of concrete competence, spalling, cracks, movement, outflanking and undercutting; evaluation of all required surface treatments; and evaluation of riprap movement and integrity (see also **Special Condition 2** above). Such evaluation shall also describe the way in which the cutoff wall footing/foundation has become more visible due to rockshelf erosion, and shall identify steps necessary to contour and/or color/stain such exposed areas as required by this CDP (see **Special Condition 2(g)** above).

b. **Park Improvements.** All Park improvements described in **Special Condition 2** (except for riprap) shall be regularly monitored to ensure continued public utility and function of the Park and its features in their approved and required form as identified in the approved Rockview Drive Park Public Access Improvement Plan.

c. **Photo Documentation.** All project elements shall be photographed annually from an adequate number of inland and seaward locations as to provide complete photographic
coverage of the approved project. All photographs shall be documented on a site plan that notes the location of each photographic viewpoint and the date and time of each photograph to allow naked eye comparison of the same views over time.

d. Reporting. Monitoring reports covering the above-described evaluations shall be submitted to the Executive Director for review and approval at five-year intervals by March 1st of each fifth year (with the first report due March 1, 2024 and subsequent reports due March 1, 2029, March 1, 2034, and so on) for as long as the approved as-built project exists at this location. The reports shall identify the existing configuration and condition of the armoring and the Park improvements, and shall recommend actions necessary to maintain these project elements in their approved and/or required state, and shall include the above-described photographic documentation (in color hard copy and jpg format). Actions necessary to maintain the approved as-built project in a structurally sound manner and its approved state shall be implemented within 30 days of Executive Director approval, unless a different time frame for implementation is identified by the Executive Director.

5. Future Maintenance. This CDP authorizes future maintenance as described in this special condition. The Permittees acknowledge and agree on behalf of themselves and all successors and assigns that it is the Permittees’ responsibility to: (a) maintain the approved project (including the augmented seawall (see Special Condition 1) as well as the Rockview Drive Park Public Access Improvements (see Special Condition 2)), and all related development in a structurally sound manner, visually compatible with the rock shelf and shoreline surroundings, and in their approved and required states, including that the surfacing of the seawall required by Special Condition 2(g) shall be maintained throughout the life of the structure; (b) retrieve any failing portion of the permitted structures or related improvements that might otherwise substantially impair the use, aesthetic qualities, or environmental integrity of the beach, rock shelf, and/or ocean; and (c) annually or more often inspect the seawall and riprap for signs of failure and/or displaced structural components. The private individual Permittees shall be responsible for all aspects of compliance with this special condition related to the augmented seawall and any remaining riprap, and Santa Cruz County shall be responsible for all aspects of compliance with this special condition related to all other Rockview Drive Park Improvements. Any such maintenance-oriented development associated with the approved seawall, riprap, public access improvements, and related development shall be subject to the following:

a. Maintenance. “Maintenance,” as it is understood in this condition, means development that would otherwise require a CDP whose purpose is to repair and/or maintain the overall permitted structures and make improvements in their approved configuration, including retrieval of any project components that may be displaced from the approved design.

b. Other Agency Approvals. The Permittee acknowledges that these maintenance stipulations do not obviate the need to obtain permits and/or other authorizations from other agencies for any future maintenance and/or repair episodes.
c. **Maintenance Notification.** Prior to commencing any maintenance event, the Permittees shall notify planning staff of the Coastal Commission’s Central Coast District Office, in writing, regarding the proposed maintenance. Except for necessary emergency interventions (see below), such notice shall be given by first-class mail at least 30 days in advance of commencement of work. The notification shall include a detailed description of the maintenance event proposed, and shall include any plans, construction BMPs, engineering and/or geology reports, proposed changes to the maintenance parameters, other agency authorizations, and other supporting documentation describing the maintenance event. The maintenance event shall not commence until the Permittee has been informed by Central Coast District planning staff that the maintenance event complies with this CDP. If the Permittees have not received a response within 30 days of receipt of the notification by the Central Coast District Office, the maintenance event shall be authorized as if Commission planning staff affirmatively indicated that the event complies with this CDP. The notification shall clearly indicate that the maintenance event is proposed pursuant to this CDP, and that the lack of a response to the notification within 30 days of its receipt constitutes approval of it as specified in this CDP. If the notification does not explicitly indicate same, then the automatic authorization provision does not apply.

d. **Non-compliance Proviso.** If the Permittees are not in compliance with any of the conditions of this CDP, or are in violation of the Coastal Act otherwise, at the time that a maintenance event is proposed, then the maintenance event that might otherwise be allowed by the terms of this future maintenance condition may not be allowed by this condition, subject to determination by the Executive Director.

e. **Emergency.** Nothing in this condition shall serve to waive any Permittee rights that may exist in cases of emergency pursuant to Coastal Act Section 30611, Coastal Act Section 30624, and Subchapter 4 of Chapter 5 of Title 14, Division 5.5, of the California Code of Regulations (Permits for Approval of Emergency Work).

f. **Duration and Scope of Covered Maintenance.** Future maintenance under this CDP may be allowed subject to the above terms throughout the duration of the armoring authorization (see **Special Condition 6**) subject to Executive Director review and approval every 5 years (with the first approval due March 1, 2024, and subsequent approvals March 1, 2029, March 1, 2034, and so on) to verify that there are not changed circumstances associated with such allowance of maintenance events that necessitate re-review. It is the Permittees’ responsibility to request Executive Director approval prior to the end of each 5-year maintenance period (i.e., with the first period culminating on March 1, 2024). Maintenance can be carried out beyond March 1, 2024 (and beyond subsequent five-year periods) pursuant to these maintenance provisions only if the Permittee requests an extension prior to the end of each 5-year maintenance period and only if the Executive Director extends the maintenance term in writing. The intent of this CDP is to allow for 5-year extensions of the maintenance term for as long as the approved armoring, public access improvements, and related development remains authorized unless there are changed circumstances that may affect the consistency of this maintenance authorization with the policies of Chapter 3 of the Coastal Act and thus warrant a re-review of this maintenance condition. The Permittees shall maintain the
approved armoring, public access improvements, and related development in their approved state.

6. **Duration of Armoring Authorization.** This CDP authorizes the approved armoring (i.e., the augmented seawall and remaining riprap) until the time when the public park and related public access improvements inland of it are no longer present, or no longer require armoring, whichever occurs first. If some portion of the public improvements are removed, while some portion are retained, the armoring shall be reduced or modified so that it is the minimum necessary to protect the public improvements that are retained. At such time (i.e., when public improvements are removed or when the public improvements no longer require armoring), the Permittees shall submit a complete CDP amendment application to the Coastal Commission to remove or modify the approved armoring and to appropriately restore the affected area.

7. **Future Coastal Resource Impact Mitigation.** This CDP accounts for mitigation of coastal resource impacts due to the approved armoring (i.e., the augmented seawall and remaining riprap) for the first 20 years from the date of the installation of the augmented seawall (i.e., until February 2, 2036). If the private individual Permittees intend to keep the armoring in place after February 2, 2036, such Permittees must submit a complete CDP amendment application prior to that time that analyzes the continued need for armoring, the feasibility of less impactful alternatives, and any necessary and/or desired project modifications. If the information in the CDP amendment application demonstrates that the public access improvements installed under this approval will not sufficiently mitigate for the adverse coastal resource impacts associated with the retention of the armoring beyond the preceding 20-year period, additional mitigation may be required. Similarly, if the private individual Permittees (or any subset) apply for a separate CDP or an amendment to this CDP to modify the armoring, or to perform repair work affecting 50 percent or more of the armoring, such Permittees shall be required to provide additional commensurate mitigation for the impacts of the enlarged or redeveloped armoring on public views, public recreational access, shoreline processes, and all other affected coastal resources that have not already been mitigated through this CDP.

8. **Assumption of Risk, Waiver of Liability and Indemnity.** By acceptance of this CDP, the Permittees acknowledge and agree, on behalf of themselves and all successors and assigns: (a) that the project area is subject to extreme coastal hazards including but not limited to episodic and long-term shoreline retreat and coastal erosion, high seas, ocean waves, tidal scour, storms, tsunami, coastal flooding, sea level rise, landslides, bluff and geologic instability, and the interaction of same; (b) to assume the risks to the Permittees and the properties that are the subject of this CDP of injury and damage from such hazards in connection with the permitted development; (c) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; (d) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission’s approval of this project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims due to such hazards), expenses, and amounts paid in settlement arising from any injury or damage; and (e) that any adverse effects to properties caused by the permitted project shall be fully the responsibility of the Permittees.
9. **Liability for Costs and Attorneys’ Fees.** The Permittees shall reimburse the Coastal Commission in full for all Coastal Commission costs and attorneys’ fees (including but not limited to such costs/fees that are: (1) charged by the Office of the Attorney General; and/or (2) required by a court) that the Coastal Commission incurs in connection with the defense of any action brought by a party other than the Permittees against the Coastal Commission, its officers, employees, agents, successors and/or assigns challenging the approval or issuance of this CDP, the interpretation and/or enforcement of CDP terms and conditions, or any other matter related to this CDP. The Permittees shall reimburse the Coastal Commission within 60 days of being informed by the Executive Director of the amount of such costs/fees. The Coastal Commission retains complete authority to conduct and direct the defense of any such action against the Coastal Commission, its officers, employees, agents, successors and/or assigns.

10. **Public Rights.** By acceptance of this CDP, the Permittees acknowledge and agree, on behalf of themselves and all successors and assigns that the Coastal Commission’s approval of this CDP shall not constitute a waiver of any public rights that may exist on the affected properties, including the area inland of the augmented seawall and public Park improvements, including the pathway area, and that the Permittees shall not use this CDP as evidence of a waiver of any public rights that may exist on these properties now or in the future.

11. **Future Permitting.** Any and all future proposed development at and/or directly related to this project, this project area, and/or this CDP shall require a new CDP or a CDP amendment that is processed through the Coastal Commission, unless the Executive Director determines a CDP or CDP amendment is not legally required.

12. **Real Estate Disclosure.** Disclosure documents related to any future marketing and/or sale of the subject private Permittees’ properties (i.e., associated with 1, 3, 5, 7, 9, and 11 Rockview Drive), including but not limited to specific marketing materials, sales contracts and similar documents, shall notify potential buyers of the terms and conditions of this CDP. A copy of this CDP shall be provided in all real estate disclosures.

13. **Deed Restriction.** PRIOR TO ISSUANCE OF THE CDP and no later than three months from the date of the Commission’s approval of this CDP (i.e., by May xxx, 2019), the private individual Permittees shall each submit to the Executive Director for review and approval documentation demonstrating that each such Permittee has executed and recorded against their parcel(s) governed by this CDP a deed restriction (Deed Restriction), in a form and content acceptable to the Executive Director: (1) indicating that, pursuant to CDP 3-16-0446, the California Coastal Commission has authorized development on the subject property subject to terms and conditions that restrict the use and enjoyment of that property; and (2) imposing the conditions of CDP 3-16-0446 as covenants, conditions and restrictions on the use and enjoyment of the property. Each Deed Restriction shall include a legal description of the entire parcel or parcels governed by CDP 3-16-0446. The Deed Restriction shall also indicate that, in the event of an extinguishment or termination of the Deed Restriction for any reason, the terms and conditions of CDP 3-16-0446 shall continue to restrict the use and enjoyment of the subject property so long as either CDP 3-16-0446 or the development it
authorizes, or any part, modification, or amendment thereof, remains in existence on or with respect to the subject property.
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From:  Parks, Open Space & Cultural Services
       (831) 454-7901
Subject: RFPs for Concessionaires at Polo Grounds & The Hook
Meeting Date: January 29, 2019

Recommended Action(s):
1) Authorize the Parks Director to issue the Request for Proposals for the Polo Grounds Concessions Opportunity and The Hook Concessions Opportunity; and

2) Authorize the Parks Director to finalize negotiations, in consultation with the County Administrative Office and County Counsel, and issue the concessionaire permits.

Executive Summary
The Parks, Open Space and Cultural Services Department (Parks) is seeking approval to issue separate Request for Proposals (RFP) for concessionaire services at the Polo Grounds concessions stand and The Hook concessions site and to have the General Services Department advertise a solicitation for written proposals for both RFPs.

Background
The Parks Department continues to expand its concessionaire program allowing concessionaires who are awarded through the RFP process to develop long-term concession services and sales at County park sites. It is the intent of the Department to use the concessionaire program to provide products and services designed to enhance or facilitate the recreational experience of park visitors.

In 2018, Parks awarded concessionaire permits for the Rio Del Mar Esplanade site and the Surf School Concessionaire Program. The Polo Grounds and The Hook park sites offer additional opportunities for concessionaires to enhance the park user experience by providing concession services in these park settings.

Analysis
The concession stand at the Polo Grounds County Park is equipped for a concessionaire to provide food service to the public who drop-in to the park as well as athletic leagues which heavily utilize the Polo Grounds baseball and soccer fields for seasonal programming. The concession stand is currently unoccupied.
Proposals for the Polo Grounds are being solicited for food concession sales that meet the enhancement goals and elevate the athletic user experience at the park.

The Hook provides a location for food service and/or retail sales, which includes electricity access to reduce noise impact, that will enhance the coastal experience along the popular coastal trail and surf spot. Parks has issued concession permits in the past for food service, which have been successful, and is seeking to establish long-term concessionaire services for this site. The concession site is currently unoccupied.

Proposals for the Hook are being solicited for food and/or retail concession sales and services that are designed to enhance the coastal experience in this area. Proposals may include components such as: food service, retail products that enhance the local business environment, beach and ocean-related supplies, and/or other proposals that meet the enhancement goals.

The result of this RFP process will be to issue permits to up to one (1) food concessionaire at the Polo Grounds and up to two (2) food service and/or retail sales concessionaire(s) at The Hook so that they can operate concession services according to their respective proposals.

The Concessionaire Permit Terms and Conditions of Use for both park sites are incorporated in the sample concessionaire permits, attached as Exhibit L in each RFP. The terms of any permit awarded as a result of each RFP will run through March 31, 2019, renewable for a one (1) year extension, both at 10% of gross revenues, with an option to renew for an additional two (2) years at 10% or more of gross revenues, based on County’s continued receipt of satisfactory services from concessionaire(s) and by mutual agreement for each permit.

The expansion of the concessionaire program to these two park sites will provide an opportunity for enhancement to the recreational environment in park and coastal access settings, as well as developing sources of funding for Parks operations and services, in accordance with Objectives 1.1 (Great Facilities), 2.5 (Community Services), and 2.3 (Sustained Funding) of the Parks Strategic Plan.

Financial Impact
It is anticipated that the concessionaire services will generate an estimated $3,000 to $6,000 per site in revenue for Parks annually. Each concessionaire permit will require compensation of 10% of Concessionaire’s gross revenues from the food/retail concessions. The precise financial impact will depend on the amount of revenues generated by the concessionaires.

Strategic Plan Element(s)
4.A (Sustainable Environment: Outdoor Experience)
5.B (Dynamic Economy: Community Vitality)
5.C (Dynamic Economy: Local Businesses)
The Polo Grounds and The Hook concessions opportunities will promote an enhanced experience in parks and outdoor activities for the community and visitors to the County, as well as economic development of these areas. The permitting process will integrate community spaces where people work and play and will support small business opportunities.

Submitted by:
Jeff Gaffney, Director of Parks, Open Spaces & Cultural Services

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:

a  Polo Grounds Concessions RFP 18P3003
b  The Hook Concessions RFP 18P3004
COUNTY OF SANTA CRUCZ, CALIFORNIA

Request for Proposal (RFP) # 18P3-003

FOR

Polo Grounds Concessions Opportunity

Pre-Proposal Walkthrough 3:00 PM, PST, February 12, 2019
(Not Mandatory)
2255 Huntington Drive, Aptos, CA 95003

Question Deadline 5:00 PM; PST, February 22, 2019
Submit questions by email to Contact Person

Submittal Deadline 5:00 PM, PST, March 8, 2019
Proposal must be submitted by this Deadline.

Submittal Location General Services Department - Purchasing Division
701 Ocean Street, 3rd floor, room 330
Santa Cruz, CA 95060

Contact Person Shauna Soldate, Buyer
Email: Shauna.Soldate@santacruzcounty.us
Phone (831) 454-2526
Fax (831) 454-2710
### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Invitation</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>Instructions to Respondents</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Preparation of RFP</td>
<td>5</td>
</tr>
<tr>
<td>2.2</td>
<td>RFP Documents</td>
<td>5</td>
</tr>
<tr>
<td>2.3</td>
<td>RFP Process Schedule</td>
<td>5</td>
</tr>
<tr>
<td>2.4</td>
<td>Submission of RFP Responses</td>
<td>5</td>
</tr>
<tr>
<td>2.5</td>
<td>Site Walkthrough</td>
<td>5</td>
</tr>
<tr>
<td>2.6</td>
<td>Deadline for Proposals</td>
<td>6</td>
</tr>
<tr>
<td>2.7</td>
<td>Multiple Proposals</td>
<td>6</td>
</tr>
<tr>
<td>2.8</td>
<td>Late Responses</td>
<td>6</td>
</tr>
<tr>
<td>2.9</td>
<td>Point of Contact</td>
<td>6</td>
</tr>
<tr>
<td>2.10</td>
<td>Non-Collusion Declaration</td>
<td>6</td>
</tr>
<tr>
<td>2.11</td>
<td>References</td>
<td>6</td>
</tr>
<tr>
<td>2.12</td>
<td>RFP Evaluation Criteria</td>
<td>7</td>
</tr>
<tr>
<td>2.13</td>
<td>Reservations</td>
<td>7</td>
</tr>
<tr>
<td>2.14</td>
<td>Modification or Withdrawal of Proposals</td>
<td>8</td>
</tr>
<tr>
<td>2.15</td>
<td>Discrepancies, Omissions, and Interpretation</td>
<td>8</td>
</tr>
<tr>
<td>2.16</td>
<td>Notice of Intent to Award</td>
<td>8</td>
</tr>
<tr>
<td>2.17</td>
<td>Pre-Award Conference</td>
<td>8</td>
</tr>
<tr>
<td>2.18</td>
<td>Execution of Agreement</td>
<td>8</td>
</tr>
<tr>
<td>2.19</td>
<td>Concessionaire Responsibilities and Performance</td>
<td>8</td>
</tr>
<tr>
<td>2.20</td>
<td>Concessionaire Qualifications</td>
<td>9</td>
</tr>
<tr>
<td>2.21</td>
<td>Addenda</td>
<td>9</td>
</tr>
<tr>
<td>2.22</td>
<td>Proprietary Information</td>
<td>9</td>
</tr>
<tr>
<td>2.23</td>
<td>Protest and Appeals Procedures</td>
<td>9</td>
</tr>
<tr>
<td>2.24</td>
<td>Local Vendor Preference</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>Statement of Work and Specifications</td>
<td></td>
</tr>
<tr>
<td>3.1.</td>
<td>Overview</td>
<td>10</td>
</tr>
<tr>
<td>3.2.</td>
<td>Scope: General Requirements</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Standard Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Purpose of Permit</td>
<td>13</td>
</tr>
<tr>
<td>4.2</td>
<td>Term of Permit</td>
<td>13</td>
</tr>
<tr>
<td>4.3</td>
<td>Changes</td>
<td>13</td>
</tr>
<tr>
<td>4.4</td>
<td>Licenses, Permits, and Certifications</td>
<td>13</td>
</tr>
<tr>
<td>4.5</td>
<td>Compliance with Laws</td>
<td>13</td>
</tr>
<tr>
<td>4.6</td>
<td>Termination</td>
<td>13</td>
</tr>
<tr>
<td>4.7</td>
<td>Assignment</td>
<td>13</td>
</tr>
<tr>
<td>4.8</td>
<td>Inclusion of Documents</td>
<td>13</td>
</tr>
<tr>
<td>4.9</td>
<td>Off-Shore Outsourcing of Services</td>
<td>14</td>
</tr>
<tr>
<td>4.10</td>
<td>Force Majeure</td>
<td>14</td>
</tr>
<tr>
<td>4.11</td>
<td>Severability</td>
<td>14</td>
</tr>
<tr>
<td>4.12</td>
<td>Controlling Law</td>
<td>14</td>
</tr>
<tr>
<td>4.13</td>
<td>Amendment</td>
<td>14</td>
</tr>
<tr>
<td>Section</td>
<td>Section Title</td>
<td>Page(s)</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>4</td>
<td><strong>Standard Terms and Conditions (continued)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.14 Indemnity and Insurance Requirements</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.15 Tropical Wood Products</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.16 Default</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.17 Equal Employment Opportunity</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>4.18 Independent Contractor Status</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>4.19 Retention and Audit of Records</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>4.20 Presentation of Claims</td>
<td>16</td>
</tr>
<tr>
<td>5</td>
<td><strong>Official RFP Form</strong></td>
<td>17</td>
</tr>
<tr>
<td>6</td>
<td><strong>Attachments and Exhibits</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exhibit A Respondent Fact Sheet</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>Exhibit B Customer References</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Exhibit C Designation of Subcontractors</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Exhibit D Non-Collusion Declaration</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>Exhibit E Insurance Requirements &amp; Certificates</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Exhibit F Experience and Personal/Business References</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Exhibit G Statement of Financial Condition</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Exhibit H Protests and Appeals Procedures</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td>Exhibit I Locally Operated Business Preference Affidavit of Eligibility</td>
<td>33</td>
</tr>
<tr>
<td></td>
<td>Exhibit J Polo Grounds Concession Stand Floor Plan</td>
<td>34</td>
</tr>
<tr>
<td></td>
<td>Exhibit K Concession Stand Exterior/Interior Images</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Exhibit L Sample Concessionaire Permit</td>
<td>36</td>
</tr>
</tbody>
</table>
SECTION I. INVITATION

The County of Santa Cruz (County) invites sealed proposals for Polo Grounds Concessions Services for 2255 Huntington Drive in Aptos from fully insured Concessionaire to furnish all labor and incidental services. Currently, no concession services are being provided at the location.

In 2016, the County Parks Department installed a pre-fabricated restroom and concession building at the Polo Grounds County Park. The concession stand is intended to serve the public in a park setting by providing consistent food concessions to park patrons who visit the park daily and during seasonal use of athletic fields. The days and hours of operation will be mutually agreed upon between the County and Concessionaire; however the concession stand must be open at minimum during the peak months of park use, i.e. March through mid-November, during two to three mornings per week (for drop-in park patrons, including dog park use), four to five weekday afternoons/evenings (for afterschool youth athletic leagues), and all day on Saturdays and Sundays for ongoing youth baseball and youth and adult soccer games during their respective seasons.

The square footage of the concession stand is approximately 200 square feet. The final construction inspection met minimum structural and equipment standards and provides clearance for a concessionaire to be eligible for a Health Permit to serve pre-packaged/unopened food and drinks. The approved concessionaire will need to apply for a new health permit, which may include a plan check for new equipment to provide expanded food preparation and service.

The concessions stand provides an opportunity for enhancement to the recreational environment in a park setting as well as economic development of the area. Proposals are being solicited for food concession sales that meet the enhancement goals.
SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of RFP
Respondent shall submit a completed proposal with the required attachments, exhibits and explanatory materials, as applicable, and as specified herein. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile or electronic responses will be accepted. Proposal must be completed in ink, typewritten, or word-processed as specified herein.

2.2 RFP Documents
Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule
The proposed schedule for submittal and review of responses and notification of Respondents follows. The County may change the proposed dates and/or RFP process as it deems necessary or appropriate.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise RFP – Santa Cruz Sentinel</td>
<td>January 30, 2019, February 6, 2019</td>
</tr>
<tr>
<td>Release RFP</td>
<td>January 30, 2019</td>
</tr>
<tr>
<td>Site Walkthrough (not mandatory)</td>
<td>February 12, 2019 3:00 PM</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>February 22, 2019 5:00 PM</td>
</tr>
<tr>
<td>Disseminations of Written Questions and Answers</td>
<td>March 1, 2019 5:00 PM</td>
</tr>
<tr>
<td>Deadline for Proposals</td>
<td>March 8, 2019 5:00 PM</td>
</tr>
<tr>
<td>Tentative Award</td>
<td>Week of March 11, 2019</td>
</tr>
<tr>
<td>Submission of Permit Requirements/Documentation</td>
<td>March 11 through March 27, 2019</td>
</tr>
<tr>
<td>Concessionaire Permit Issuance/Notification of Respondents</td>
<td>March 27, 2019</td>
</tr>
<tr>
<td>Permit Start Date</td>
<td>March 30, 2019</td>
</tr>
</tbody>
</table>

2.4 Submission of RFP Response
a. Respondent shall submit four (4) hardcopy sets: one (1) original signed in blue ink and marked “ORIGINAL” and three (3) identical copies; and one (1) electronic copy (USB drive or CD) of the completed proposal as specified herein.

b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked RFP # 18P3-003, addressed to:

GSD - Purchasing Division
Attn: Shauna Soldate
701 Ocean Street, Room 330
Santa Cruz, CA 95060

2.5 Site Walkthrough
An optional walkthrough of the site will occur on Thursday, February 12, 2019, at 3:00 PM PST at 2255 Huntington Drive, Apts, CA. Attendance is strongly recommended but not mandatory. No minutes will be recorded for this meeting.
2.6 **Deadline for Proposals**
The Deadline to Submit Proposals is **March 8, 2019, at 5:00 PM PST**.

2.7 **Multiple Proposals**
Only one RFP will be accepted from any one person, partnership, corporation or other
entity; however, several alternatives may be included in one proposal.

2.8 **Late Responses**
Proposals not received by **March 8, 2019, at 5:00 PM PST** will be rejected and/or
returned unopened.

2.9 **Point of Contact**
Respondents shall direct all questions regarding the RFP to Shauna Soldate, Buyer, via
e-mail at shauna.soldate@santacruzcounty.us. No other person has the authority to
respond to any questions submitted unless specifically authorized by Ms. Soldate.
Respondents may be disqualified for failure to adhere to this process.

2.10 **Non-Collusion Declaration**
Respondent shall execute a Non-Collusion Declaration on the form furnished by the
County. Refer to Exhibit D.

2.11 **References**
A. Respondent shall complete and submit Exhibit B - Customer References and Exhibit
   F - Experience and Personal/Business References.
B. The County reserves the right to check any or all references:
   1. Necessary to assess a prospective Respondent’s past performance;
   2. Pertaining to similar projects that demonstrate experience that is relevant to
      the RFP scope of work; and/or
   3. Explicitly specified in the proposal or that result from communication with
      other entities involved with similar projects, including other industry sources and
      users of similar services, or others known to County.
C. All contact information must be correct and current and contacts must be reachable.
   Verify that contact information is current and confirm that contacts will be available to
   receive calls the **week of March 11, 2019 or note alternate dates**.
2.12 RFP Evaluation Criteria
A. It is the County’s intent to select the responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving a number of criteria, including but not necessarily limited to the following:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Respondent’s demonstrated ability to successfully perform work</td>
<td>20</td>
</tr>
<tr>
<td>(including Respondent’s qualifications).</td>
<td></td>
</tr>
<tr>
<td>2. Compatibility with facilities and recreational use of the Polo Grounds Park and</td>
<td>20</td>
</tr>
<tr>
<td>the surrounding area.</td>
<td></td>
</tr>
<tr>
<td>3. Respondent’s business plan, including proposed operating schedule, sample menu,</td>
<td>20</td>
</tr>
<tr>
<td>and standard operating procedures.</td>
<td></td>
</tr>
<tr>
<td>4. Compliance with RFP requirements, terms and conditions,</td>
<td>15</td>
</tr>
<tr>
<td>organization, staff, and any applicable training.</td>
<td></td>
</tr>
<tr>
<td>5. Quality and performance of the services offered based on previous</td>
<td>15</td>
</tr>
<tr>
<td>contracts, or reference checks for the same or similar services.</td>
<td></td>
</tr>
<tr>
<td>6. Revenue potential with percentage of gross sales offered</td>
<td>5</td>
</tr>
<tr>
<td>7. Locally operated business</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

B. A committee of County employees will evaluate all RFPs and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of permit is contingent upon approval from the County Board of Supervisors.

2.13 Reservations
County reserves the right to do the following at any time:
A. Reject any and all proposals without indicating any reasons for such rejection;
B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
C. Terminate the RFP and issue a new RFP anytime thereafter;
D. Procure any services specified in the RFP by other means;
E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
I. Accept all or a portion of a Respondent’s proposal;
J. Negotiate with any or no Respondents; and
K. Terminate failed negotiations with any Respondents without liability, and negotiate with other Respondents.
2.14 Modification or Withdrawal of Proposals
Respondents may modify or withdraw proposals prior to the Deadline for Proposals by formal written notice. All proposals (including all related materials) not withdrawn prior to the Deadline for Proposals will become the property of County.

2.15 Discrepancies, Omissions and Interpretation
If Respondent observes a discrepancy or omission in, or is unclear about any RFP specifications or requirements, Respondent shall notify the Buyer via e-mail. The Buyer may issue clarifications or instructions in the form of an addendum. Respondent is responsible for seeking clarification on anything in the RFP that is unclear. County shall not be held responsible for interpretations. Respondent must submit questions in writing via email by February 22, 2019, 5:00 PM PST. The Buyer will disseminate written questions and answers in the form of an addendum. All addenda issued shall be incorporated into the permit awarded as a result of the RFP.

2.16 Notice of Intent to Award
Notice of Intent to Award may be issued upon receipt of all required documents.

2.17 Pre-Award Conference
The successful Respondent shall meet with County representative(s) prior to the Award of Permit to review the scope of work and finalize the proposed Permit.

2.18 Execution of Agreement
Upon successful reference checks, evaluations and receipt of all required documents, the agreement (Permit) must be executed by both parties.

2.19 Concessionaire Responsibilities and Performance
A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
C. Failure to comply with the RFP requirements provided herein could result in disqualification.
D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any permit awarded pursuant to the RFP.
E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
F. Respondent shall provide the services of one (1) or more qualified and dedicated permit manager(s) who will ensure that the services provided under the awarded permit are satisfactory.
2.20 Concessionaire Qualifications
Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.
A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Concessionaire shall provide a brief statement of company background including years in business and experience of support staff that will be assigned to permit. Refer to Exhibit F.
B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References and Exhibit F – Experience and Personal/ Business References.
C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a permit to conduct a food services and/or retail business in the State of California and the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
D. Other Information: Respondent shall provide sample daily menus. Respondent may also provide any other information deemed appropriate.

2.21 Addenda
A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or her designee.
B. Addenda will be posted on the General Services Department website. If/when necessary, the Buyer will email written addenda to all known Respondents of record.
C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or her designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the permit awarded as a result of this RFP.

2.22 Proprietary Information
Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protest and Appeals Procedures
Refer to Exhibit H – Protest and Appeals Procedures.

2.24 Local Vendor Preference
County of Santa Cruz will give a local business a local vendor preference of five (5) points toward a 100 point criteria scale. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must request from, complete, and return the Locally Operated Business Preference Affidavit of Eligibility form to the Purchasing Division of the General Services Department County of Santa Cruz within 3 days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor the five points.
SECTION 3. STATEMENT OF WORK AND SPECIFICATIONS

3.1 Overview
A. It is the County’s intent to solicit an RFP for food concession services at the Polo Grounds County Park concession stand and to award all services to a single concessionaire.
B. County maintains the right, as it deems necessary or appropriate, to add or delete services to Permit, with thirty (30) day written notice, to accommodate any future County-offered programs or due to a reduction in County funds.

3.2 Scope: General Requirements
A. Concessionaire’s Duties
1. Concessionaire agrees to manage and operate County’s concession stand (“food concessions”) located at the Polo Grounds County Park, 2255 Huntington Drive, Aptos, CA as a food service facility for the benefit of the public.
2. Concessionaire will have the exclusive right to the use of the food concessions and to all related equipment owned by County. County reserves the right to use the site for County business or events during hours of non-operation.
3. Concessionaire shall furnish, at his/her own expense, all equipment and supplies and other items necessary for the operation of the food concessions, including any additional new food service equipment, meeting minimum equipment standards as required for a health permit. Concessionaire shall be responsible for new equipment plan checks prior to installation. All services and operations shall be of the highest quality in presentation and safety.
4. Concessionaire shall keep the food concessions and all related equipment and furniture in a safe, clean and sanitary condition. County has the right at any time to inspect all County property and equipment used or occupied by Concessionaire.
5. The area designated for the specific food concessions operation must be kept clean and attractive at Concessionaire’s own expense. Concessionaire is responsible for complete janitorial service and furnishing of all custodial supplies in the contract related to the food concessions premises. Supplies utilized will be in accordance with applicable County standards.
6. Concessionaire is responsible for the telephone services to the premises.
7. No structural site or other changes shall be permitted without written approval from the County.
8. Concessionaire shall deposit at least daily all refuse and recycling resulting from the food concessions operations in designated GreenWaste containers within the Polo Grounds Park. Concessionaire is responsible for arranging pick up of applicable waste products (e.g., used cooking oil) by an appropriate vendor(s).
9. Concessionaire shall be an independent agent and shall not be an employee of County, nor shall any County employee(s) be employed by Concessionaire. Concessionaire shall provide a sufficient number of qualified management and non-management employees to operate the food concessions, including a full time, onsite manager. The qualifications and performance of the manager shall be subject to County’s approval. All personnel employed by Concessionaire shall at all times and for all purposes be deemed solely Concessionaire’s employees. Concessionaire shall employ on staff during the term of the agreement at least two (2) persons certified in food safety (i.e., Safe Serve), as required by the health permit for food safety training requirements.
10. Concessionaire shall maintain an adequate and reasonable inventory of food, beverages and supplies necessary to operate the food concessions in an efficient manner and shall offer for sale the highest quality foodstuffs available. No alcoholic beverages are allowed for sale. Recyclable supply products will be utilized as required and/or feasible.

11. Concessionaire agrees to prepare foods per food service industry standards and all methods of food preparation shall be subject to review by County’s agents for obnoxious odors, or other quality, health, safety, or environmental concerns.

12. Concessionaire agrees to obtain and maintain all necessary licenses and permits for the operation of the food concessions during the term of Permit, and further agrees to comply with all Federal, State, County and City laws, ordinances, rules and regulations governing and applicable to such operations, including applicable State labor laws.

13. Concessionaire and its agents and employees shall at all times comply with and abide by all rules and regulations heretofore adopted or that may hereinafter be adopted by the County Board of Supervisors. Concessionaire shall comply with all laws and ordinances of the County of Santa Cruz, the State of California, and the United States, including applicable noise ordinances.

14. All printed advertisement of the concession must be approved by the County prior to disbursement.

15. Concessionaire shall submit to the County a complete list of all fees for food concession services which the concessionaire intends to charge prior to the effective date of the agreement. Any changes or modifications to this list must be submitted in writing to the County for approval.

16. Concessionaire shall not have the right to operate or promote any other type of business, other than food services related business, without the prior written consent from the County Parks Department. Concessionaire shall agree to conduct any and all food and beverage related services in such a manner so as not to create a conflict of interest with other County operations.

17. Should County decide that the food concessions services at the Polo Grounds concession stand provided under Permit are no longer necessary or desired by County, County shall endeavor to provide Concessionaire at least thirty (30) days written notice of County’s intent to void Permit. At the end of the thirtieth day following such notice, Permit shall become null and void.

18. County is authorized to revoke Permit at any time for a violation of its conditions or for cause.

B. County Duties

1. County shall provide the space, utilities and minimum equipment needed to operate the food concessions, in view of existing infrastructure limitations of the Polo Grounds restroom and concession building.

2. County will be responsible for providing the minimum required refuse containers and/or dumpster per the current available commercial business weekly collection services.

3. Upon request, County will assist Concessionaire in promotion of publicity materials on the County Parks Department website related to concession services at the Polo Grounds.
C. Mutual Duties
1. County and Concessionaire shall mutually agree upon days and hours of operation of the Polo Grounds concession stand.
2. County and Concessionaire shall mutually agree upon menu items and pricing as follows:
   a. All food, beverages, and other items served and offered for sale under Permit shall be subject to the approval of the Parks Department, who may direct that any such items be or not be offered for sale.
   b. With the written approval of the Parks Department, prices for operations shall be set by Concessionaire, provided that such prices are within the range of prices in the community for the same or similar operations at similar establishments and/or consistent with the cost of providing services to the public.
3. Any disputes that may arise regarding these issues shall be decided by County and shall be binding on Concessionaire.

D. County Compensation
1. Concessionaire shall provide a detailed accounting each month of all concessions activities. County’s compensation (portion of gross revenue) shall be 10% of Concessionaire’s gross revenues from the concessions.
2. Concessionaire shall pay County its portion of gross revenues within thirty (30) days following each month end. Concessionaire is responsible for providing financial documentation of monthly gross revenues with payment to County.
3. Gross income will include the entire price charged for all operations and concession services on the Polo Grounds site and shall not include any other taxes due to the City, County and State.
4. Concessionaire will be responsible for paying all taxes associated with the concession operation.
5. On or before ninety (90) days following each calendar year end, Concessionaire shall, at its sole cost and expense, provide County with an audited statement of profits and losses and gross and net sales for the preceding year prepared in accordance with generally accepted accounting principles. The auditor’s opinion shall state whether or not Concessionaire’s profits have been accurately computed, and whether the compensation paid to County has been accurately calculated. County reserves the right to audit all operating statements. Concessionaire shall submit operating statements to the Parks Department in a mutually agreed upon format. Concessionaire shall maintain its books and records in accordance with generally accepted accounting principles.
6. The financial terms of any permit awarded as a result of this RFP shall be adjusted, by mutual agreement of the parties, to reflect changes in Concessionaire’s costs and expenses resulting from any changes in County’s policies and practices, and/or changes in applicable Federal or State laws.
7. The terms of any permit awarded as a result of this RFP will run through March 31, 2020, renewable for a one (1) year extension, both at 10% of gross revenues, with an option to renew for an additional two (2) years at 10% or more of gross revenues, based on County’s continued receipt of satisfactory services from Concessionaire and by mutual agreement.
SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for the permit between County and the successful Concessionaire.

4.1 Purpose of Permit
The purpose of Permit is to establish the terms and conditions under which the Concessionaire shall provide food concession services to County.

4.2 Term of Permit
The term of Permit shall be for one (1) year, renewable up to one (1) year extension, with an option to renew for an additional two (2) years by mutual agreement.

4.3 Changes
After award, no changes or additional service charges shall be made or imposed during the life of Permit, nor will bills for changes or extra charges, modifications or deviations be recognized or paid except upon written order from the County of Santa Cruz Parks Department, in advance of any additional work being performed.

4.4 Licenses, Permits, and Certifications
The Concessionaire shall maintain all business and professional licenses that may be required by Federal, State and local codes or rules. Concessionaire’s employees shall also possess all applicable licenses and certifications required by the State of California and the County of Santa Cruz. Such licenses and certifications are to be presented to the County prior to the permit signing.

4.5 Compliance with Laws
Concessionaire shall, during the term of Permit, comply with all applicable Federal, State and local rules, regulations and laws.

4.6 Termination
The County reserves the right to terminate Permit, in whole or in part, at any time, for any reason, without penalty. County shall give Concessionaire thirty (30) days written notice prior to the effective date of termination. Concessionaire may terminate Permit with thirty (30) days written notice stating the reason for cancellation mailed to the Purchasing Division at 701 Ocean St. #330, Santa Cruz, CA 95060.

4.7 Assignment
Concessionaire shall not assign the Permit, or any interest herein, without the written consent of the County, and then only to a person or persons approved by the County on such terms and conditions as County may require. Concessionaire must provide County thirty (30) days written notice prior to sale of Concessionaire. County may elect to cancel the Permit at that time, or permit the new owner to assume all existing Permit terms and conditions. Similarly, the Concessionaire must inform the County and receive approval for changes in Concessionaire’s Project Manager.

4.8 Inclusion of Documents
This RFP, all addenda and the submittal in response to this RFP shall be become a part of any permit awarded as a result of this RFP.
4.9 Off-Shore Outsourcing of Services
Concessionaire shall certify that all services performed on any purchase order or permit with County, either by Concessionaire or any subcontractor will be performed solely by workers within the United States.

4.10 Force Majeure
Concessionaire shall not be liable for any delays with respect to Permit due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.11 Severability
Should any part of Permit be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Permit, which shall continue in full force and effect; provided that the remainder of Permit can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.12 Controlling Law
Permit shall only be governed and construed in accordance with the laws of the State of California. The County of Santa Cruz she shall be the proper venue for legal action regarding Permit.

4.13 Amendment
Amendment to or modification of the terms and conditions of Permit shall be effective only upon the mutual consent in writing by the parties hereto.

4.14 Indemnity and Insurance Requirements
A. Refer to Exhibit G - Indemnification and Insurance.
B. County reserves the right to cancel Permit in the event of non-compliance with the insurance requirements provided herein.

4.15 Tropical Wood Products
Any RFP, bid, or other response to a solicitation for RFP or bid which proposes or calls for the use of any tropical hardwood or tropical wood product in performance of Permit shall be deemed non-responsive. Concessionaire shall not provide any items in performance of Permit which are tropical hardwoods or tropical hardwood products. In the event any Respondent or Concessionaire fails to comply in good faith with any of the provisions of County Code Section 2.37.107, the Respondent or Concessionaire shall be liable for liquidated damages in an amount equal to the Respondent’s or Concessionaire’s net profit under Permit, or five percent (5%) of the total amount of Permit, whichever is greater. Concessionaire acknowledges and agrees that the liquidated damages assessed shall be payable to County upon demand and may be offset against any monies due to the Respondent or Concessionaire from any permit with County.

4.16 Default
A. In addition to its remedies under Section 4.6 of this RFP, the County may, by written notice of default to the Concessionaire, terminate the whole or any part of a permit if:
   1. If Concessionaire fails to perform as agreed within the time specified herein or promised, or any extension thereof; or
   2. If Concessionaire fails to perform any of the other provisions of Permit.
B. In the event County terminates Permit in whole or in part, as provided in Paragraph (a) of this clause, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Concessionaire shall be liable to County for any excess costs for such similar supplies, services or work; provided that Concessionaire shall continue the performance of Permit to the extent not terminated under the provisions of this clause. Concessionaire shall not be liable for any excess costs if the failure to perform Permit arises out of causes beyond the control and without the fault and negligence of Concessionaire.

4.17 Equal Employment Opportunity
During and in relation to the performance of Permit, Concessionaire agrees as follows:
A. Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If Permit provides compensation in excess of $50,000 to Concessionaire and if Concessionaire employs fifteen (15) or more employees, the following requirements shall apply:
1. Concessionaire shall, in all solicitations or advertisements for employees placed by or on behalf of Concessionaire, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Concessionaire shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Concessionaire’s solicitation of goods and services.
2. Concessionaire may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Permit or with any of said rules, regulations or orders.
3. Concessionaire shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Permit by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to permits or subcontracts for standard commercial supplies or raw materials.
4.18 Independent Contractor Status
a. Concessionaire and County have reviewed and considered the principal test and secondary factors below and agree that Concessionaire is an independent contractor and not an employee of County. Concessionaire is responsible for all insurance (workers’ compensation, unemployment, etc.) and all payroll related taxes. Concessionaire is not entitled to any employee benefits. County agrees that Concessionaire shall have the right to control the manner and means of accomplishing the result permitted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Concessionaire is an independent contractor.
b. Principal Test: Concessionaire rather than County has the right to control the manner and means of accomplishing the result permitted for.
c. Secondary Factors:
   1. The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial;
   2. Concessionaire is engaged in a distinct occupation or business;
   3. In the locality, the work to be done by Concessionaire is usually done by a specialist without supervision, rather than under the direction of an employer;
   4. The skill required in the particular occupation is substantial rather than slight;
   5. Concessionaire rather than the County supplies the instrumentalities, tools and work place;
   6. The length of time for which Concessionaire is engaged is of limited duration rather than indefinite;
   7. The method of payment of Concessionaire is by the job rather than by the time;
   8. The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County;
   9. Concessionaire and County believe they are creating an independent contractor relationship rather than an employer-employee relationship; and
   10. County conducts public business.

4.19 Retention and Audit of Records
Concessionaire shall retain records pertinent to County-issued permit for a period of not less than five (5) years after final payment under Permit or until a final audit report is accepted by County, whichever occurs first. Concessionaire hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Permit.

4.20 Presentation of Claims
Presentation and processing of any or all claims arising out of or related to any permit shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment and incidentals required to provide the services subject to this Request for the costs stated and in conformance with the requirements, conditions and instructions of County of Santa Cruz RFP #18P3-003.

1. Respondent/Primary Concessionaire:
   - Concessionaire Name
   - Concessionaire Address
   - Concessionaire Phone
   - Concessionaire Website

2. Complete and/or execute and submit the following:
   - Yes No Agree to remit 10% of monthly gross sales to County.
   - Yes No Provide Sample Daily Menus with Anticipated Pricing
   - Yes No Provide Copies of Valid Licenses, Permits, and Certifications
   - Yes No Exhibit A Respondent Fact Sheet
   - Yes No Exhibit B Customer References
   - Yes No Exhibit C Designation of Subcontractors
   - Yes No Exhibit D Non-Collusion Declaration
   - Yes No Exhibit E Insurance Requirements & Certificates
   - Yes No Exhibit F Experience and Personal/Business References
   - Yes No Exhibit G Statement of Financial Condition
   - Yes No Exhibit H Protests and Appeals Procedures
   - Yes No Exhibit I Locally Operate Business Preference Affidavit of Eligibility

3. Primary Contact:
   - Name
   - Title
   - Phone
   - Email Address

4. Compliance:
   - Yes No Compliance with RFP specifications, requirements, terms and conditions.

   If “No”, provide on company letterhead in attachment form a detailed explanation referencing all exceptions including the RFP section, paragraph, etc.
Santa Cruz County
General Services Department- Purchasing Division
RFP# 18P3-003
Polo Grounds Concessions Opportunity

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in ______________, California, on ____________________, 2018

SIGNATURE ___________________________ TITLE ___________________________

PRINTED NAME OF PERSON WHO’S SIGNATURE APPEARS __________________________

NAME OF FIRM _____________________________________________________________

ADDRESS __________________________________ CITY __________________ STATE _____ ZIP ______

TELEPHONE __________________________ DATE __________________________

EMAIL ADDRESS __________________________ __________________________


Attachment: Polo Grounds Concessions RFP 18P3003 (6358: RFPs for Concessionaires at Polo Grounds & The Hook)
**SECTION 6. EXHIBITS**

Exhibit A
**RESPONDENT FACT SHEET**

<table>
<thead>
<tr>
<th>Name of Concessionaire:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Concessionaire Tax ID#:</td>
<td></td>
</tr>
</tbody>
</table>

Concessionaire operates and business is classified as:

- ____ Sole Proprietor
- ____ Partnership
- ____ Corporation
- ____ Government
- ____ Fiduciary
- ____ Other

Is Concessionaire:

1. Authorized to do business in California? Yes ___ No ___
2. A California-registered small business? Yes ___ No ___
3. A disabled-owned business? Yes ___ No ___
4. A women-owned business? Yes ___ No ___
5. A minority-owned business? Yes ___ No ___
6. Certified as a minority business by any public agency? Yes ___ No ___

   If yes, name of agency:  
   Name of certifying officer:  
   Phone #: 

7. A Disadvantaged Business Enterprise (DBE) according to the definitions on page 24. If yes, indicate composition of ownership below.

   - ____% Disabled
   - ____% Women
   - ____% Black
   - ____% Hispanic
   - ____% Asian American
   - ____% Native American

Concessionaire has been in continuous operation under the present business name for ___ years.

Concessionaire’s annual sales volume is $______________

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes* ___ No ___

*If Yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension below, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

| Name: |  |
| Phone: |  |

Reason for debarment/suspension (use additional pages if needed):
STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE PROCEDURES SHALL BE AS FOLLOWS:

1. A Minority Business Enterprise (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
   a. at least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
   b. whose management and daily business operations are controlled by one or more such individuals.

2. A Women Business Enterprise (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
   a. at least 51 percent of the small business concern is owned by one or more women; and
   b. whose management and daily business operations are controlled by one or more women who own it.

3. A Disabled Owned Business Enterprise (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
   a. at least 51 percent of the small business concern is owned by one or more disabled persons; and
   b. whose management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.
### Exhibit B

**Customer References**

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. **Agency Name:**
   - **Agency Address:**
   - **Contact Name:**
   - **Contact Title:**
   - **Contact Phone:**
   - **Contact Email:**
   - **Service Type:**

2. **Agency Name:**
   - **Agency Address:**
   - **Contact Name:**
   - **Contact Title:**
   - **Contact Phone:**
   - **Contact Email:**
   - **Service Type:**

3. **Agency Name:**
   - **Agency Address:**
   - **Contact Name:**
   - **Contact Title:**
   - **Contact Phone:**
   - **Contact Email:**
   - **Service Type:**

4. **Agency Name:**
   - **Agency Address:**
   - **Contact Name:**
   - **Contact Title:**
   - **Contact Phone:**
   - **Contact Email:**
   - **Service Type:**
## Exhibit C
### Designation of Subcontractors

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state “NONE”.

<table>
<thead>
<tr>
<th>序号</th>
<th>Subcontractor Name</th>
<th>Subcontractor Address</th>
<th>Services to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit D
Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, ____________________________________________________________, am the
(Name)
__________________________________________________________ (Position/Title) of ______________________________________________________ (Company), the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

________________________________________ (Date)  Signature of Authorized Representative

Name of Bidder (Firm, Corp., Individual)  Title of Authorized Representative
Exhibit E
INSURANCE REQUIREMENTS & CERTIFICATES

Indemnification for Damages, Taxes and Contributions
In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Concessionaire shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

i. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONCESSIONAIRE’S performance under the terms of this Permit, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONCESSIONAIRE and third persons.

ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONCESSIONAIRE and CONCESSIONAIRE’S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance
CONCESSIONAIRE, at its sole cost and expense, for the full term of this Permit (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONCESSIONAIRE’S insurance coverage and shall not contribute to it. If CONCESSIONAIRE normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Permit, that greater amount shall become the minimum required amount of insurance for purposes of this Permit. Therefore, CONCESSIONAIRE hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Permit. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONCESSIONAIRE utilizes one or more subcontractors in the performance of this Permit, CONCESSIONAIRE shall obtain and maintain CONCESSIONAIRE’s Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONCESSIONAIRE in this Permit, unless CONCESSIONAIRE and COUNTY unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits
   a. Worker’s Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Concessionaire has no employees and certifies to that fact.
   b. Automobile Liability Insurance for each of Concessionaire’s vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Concessionaire’s employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Concessionaire does not drive a vehicle in conjunction with any part of the performance of Permit and Concessionaire and County both certify to that fact.
c. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of $1,000,000 per occurrence, and $2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

d. Professional Liability Insurance in the minimum amount, to be determined by Concessionaire and County as applicable, combined single limit.

2. Other Insurance Provisions
a. As to all insurance coverage required herein any deductible or self-insured retention exceeding $5,000 shall be disclosed to and be subject to written approval by County.

b. If any insurance coverage required in Permit is provided on a “Claims Made” rather than “Occurrence” form, Concessionaire agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Permit (hereinafter “post Permit coverage”) and any extensions thereof. Concessionaire may maintain the required post Permit coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Permit coverage being both available and reasonably affordable in relation to the coverage provided during the term of Permit. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Permit in order to purchase prior acts or tail coverage for post Permit coverage shall be deemed to be reasonable.

c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Concessionaire, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

d. All required policies shall be endorsed to contain the following clause:
   This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to the permitting department.
   Should Concessionaire fail to obtain such an endorsement to any policy required hereunder, Concessionaire shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Permit.

e. Concessionaire agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Permit with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Concessionaire’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.

f. Concessionaire hereby grants to County a waiver of any right of subrogation which any insurer of said Concessionaire may acquire against the County by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
Exhibit F
EXPERIENCE AND PERSONAL/BUSINESS REFERENCES

Eligible Respondents must possess at least two (2) years of verifiable food concessions and/or restaurant management experience in a comparable concessions operation. List your present or recent business or employment that satisfies this requirement.

1. Name and description of business:

   a. Period of time of experience (month/year to month/year): ____________________________
   b. Facility size (square footage and maximum occupancy): ____________________________
   c. Number of people employed and/or supervised: ____________________________
   d. Contact name: ____________________________ Contact phone: ____________________________
   e. Average number of people served. Breakfast: _______ Lunch: _______ Dinner: _______
   f. Other pertinent information (optional).

2. Name and description of business:

   a. Period of time of experience (month/year to month/year): ____________________________
   b. Facility size (square footage and maximum occupancy): ____________________________
   c. Number of people employed and/or supervised: ____________________________
   d. Contact name: ____________________________ Contact phone: ____________________________
   e. Average number of people served. Breakfast: _______ Lunch: _______ Dinner: _______
   f. Other pertinent information (optional).

3. Name and description of business:

   a. Period of time of experience (month/year to month/year): ____________________________
   b. Facility size (square footage and maximum occupancy): ____________________________
   c. Number of people employed and/or supervised: ____________________________
   d. Contact name: ____________________________ Contact phone: ____________________________
   e. Average number of people served. Breakfast: _______ Lunch: _______ Dinner: _______
   f. Other pertinent information (optional).
4. Name and description of business:

   a. Period of time of experience (month/year to month/year): __________________________
   b. Facility size (square footage and maximum occupancy): __________________________
   c. Number of people employed and/or supervised: __________________________
   d. Contact name: __________________________ Contact phone: __________________________
   e. Average number of people served. Breakfast: _______ Lunch: _______ Dinner: _______
   f. Other pertinent information (optional).

5. If your present or recent business or employment does not cover the past ten (10) years, list businesses or employment including a description of each for the past ten year period. (Use additional sheet if necessary.)

6. List any food services or professional organizations to which you belong. (Use additional sheet if necessary.)
Santa Cruz County
General Services Department- Purchasing Division
RFP# 18P3-003
Polo Grounds Concessions Opportunity

Personal reference for__________________________________________

RESPONDENT

I have submitted a proposal to conduct business with the County of Santa Cruz, and I request a personal reference from you. Please note the “Authorization to Release Information” below.

Please complete the bottom section of this form, and return the completed form to me at:

Name: ________________________________________________________
Address: ________________________________________________________

_______________________________________________________________

AUTHORIZED TO RELEASE INFORMATION

I hereby authorize the release of all business and personal information and/or verification of employment to the County of Santa Cruz, General Services Department, as said items related to my interest in securing an agreement with the County. This form may be reproduced or photocopied to be utilized as my consent to release business and personal information and/or verification of employment.

Print Respondent’s Name ___________________________ Respondent’s Signature __________ Date __________

Please provide the following information for this person:

How long have you known this person? _______________________________________

In what capacity do you this person? _______________________________________

What positive comments can you provide about this person?

_______________________________________________________________

Do you have any apprehensions about providing a reference for this person?

_______________________________________________________________

Please provide any additional comments below.

_______________________________________________________________

Please place in sealed envelope and return to me at the address indicated above as soon as possible.

Thank you.
Business reference for ____________________________.

RESPONDENT

I have submitted a proposal to conduct business with the County of Santa Cruz, and I request a business reference from you, the addressee of this form. Please note the "Authorization to Release Information" below. This form may be reproduced or photocopied to be utilized as my consent to release business and personal information and/or verification of employment.

Please complete the bottom section of this form, and return the completed form to me at:

Name: ____________________________
Address: ____________________________

________________________________________

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize the release of all business and personal information and/or verification of employment to the County of Santa Cruz, General Services Department, as said items related to my interest in securing an agreement with the County. This form may be reproduced or photocopied to be utilized as my consent to release business and personal information and/or verification of employment.

Print Respondent’s Name ____________________________
Respondent’s Signature ____________________________
Date ____________________________

Please provide the following information for this person:

How long have you known this person? ____________________________

In what capacity do you this person? ____________________________

What positive comments can you provide about this person?

________________________________________

Do you have any apprehensions about providing a reference for this person?

________________________________________

Please provide any additional comments below.

________________________________________

Please place in sealed envelope and return to me at the address indicated above as soon as possible. Thank you.
Exhibit G

Statement of Financial Condition

This statement forms a part of the proposal for the Concession Sales and Services at 2255 Huntington Drive, Aptos. As part of the selection procedure, it will be necessary for the County to verify each Respondent’s financial condition and credit rating. So that we may do so, please provide the following information. Material inaccuracies may result in your proposal being deemed non-responsive. Submit a separate statement for each business or Respondent(s).

Name: ____________________________________________

Address: __________________________________________

________________________________________________________________________

Telephone: ___________________________________________

1. Bank References: (List bank name and address, account type and number for each account.)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. Suppliers: (List name, address and phone number for each supplier.)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

3. Indicate whether Respondent or any partnership, joint venture, and/or LLC in which Respondent was a member has ever declared bankruptcy or participated in a restructuring of debt commitments. Describe circumstances if applicable. (Use additional sheet if necessary.)

I certify that the forgoing is true and correct. Material falsification is grounds of rejection on the proposal.

________________________________________________________________________

Signature

________________________________________________________________________

Print Name

________________________________________________________________________

Date
Exhibit H
PROTESTS AND APPEALS PROCEDURES

1. Protests to the General Services Director
Any actual or prospective bidder, offeror or concessionaire who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

2. Decision of the General Services Director
Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:
(a) State the reason for the action taken;
(b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to $35,000), then the General Services Director’s decision shall be final.

3. Protests and Appeals to the Board of Supervisors
(a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
(b) Any actual or prospective bidder, offeror or concessionaire who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. Time Limits for Filing Protests and Appeals to the Board of Supervisors
Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. Content of Protest and Appeal; Stay of Award
Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:
- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.
In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.
6. Protest and Appeal Procedure
   (a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County’s receipt of a protest or appeal unless the protestor and County both consent to a later date.
   (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
   (c) Hearing. At the hearing, the Board shall review the record of the process or decision and hear oral explanations from the protestor and any other interested party.
   (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
   (e) A decision by the Board shall become final on the date the decision is announced to the public.

________________________________________
Signature

________________________________________
Print Name

________________________________________
Date
Exhibit I

LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY

Please review County Code Section 2.37.108 “Local Business Preference”. Complete all areas below. Incomplete forms will be rejected. Submit completed form by email, mail or in person to the above address.

1) LEGAL NAME OF BUSINESS: __________________________________________
   Mailing address: ______________________________________________________
   Physical address (if different): __________________________________________

2) Month/year this business was established in Santa Cruz County:

3) Business license issued by an incorporated city within Santa Cruz County:
   Business license #: ______________________________ Issued by: ______________

4) For transactions that require sales tax, provide the following reseller information:
   Reseller’s permit #: _________________________________________________
   Company name and address as it appears on the reseller's permit:
   _________________________________________________________________

1) Does this business have more than one (1) physical location in California?
   Yes____  No____
   If yes, please specify the physical location considered the point-of-sale for sales tax
   purposes:

6) Does this business have at least one (1) physical location staffed by at least one (1)
   full-time employee or owner/operator located in Santa Cruz County?
   Yes____  No____
   Address
   _________________________________________________________________

7) In the most recent tax year, was this business required to pay any or all of the
   following:
   Income taxes? Yes____  No____
   Payroll taxes? Yes____  No____
   Sales tax? Yes____  No____
   Property taxes for property located in Santa Cruz County? Yes____  No____

8) Is the local business delinquent in the payment of any taxes, charges or assessments
   owed to Santa Cruz County or to an incorporated city within Santa Cruz County? Yes____
   No____

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County of Santa Cruz in an attempt to qualify for a local preference shall be prohibited from bidding on Santa Cruz County projects for a period of three (3) years.

Authorized Signature: ___________________________ Date: __________
Printed Name & Title: _______________________________ Phone: __________
(GSD350)
Exhibit J

Polo Grounds Concession Stand Floor Plan (For Reference Only)

Polo Grounds Concession Stand Floor Plan
7-10-18

See Attached Exhibit J for larger version of Floor Plan

Equipment provided by County Parks:

1. Gladiator steel wall cabinet: 2' x 1' (designated chemical storage)
2. NSF HDX Wire shelving: 4 ft x 1' x 6"
3. NSF HDX Wire shelving: 2' x 2' x 2"
4. Acosa MBF8001 T Series Reach-ins Vertical Freezer: 2'-8" x 2'-6"
5. Acosa MBF8005 T-Series Reach-ins Vertical Cooler: 2'-8" x 4'
6. New Age Industrial NSF shelving 1'-8" x 3'
7. 34" high stainless steel counter: 2' x 8'-8"
8. Mop sink: 2' x 2'
9. Hand washing sink:
10. 3-compartment warewashing sink
Exhibit K
Concession Stand Exterior/Interior Images (For Reference Only)
Exhibit L
Sample Concessionaire Permit (For Reference Only)

Permit

Santa Cruz County Parks
5TH 17TH AVENUE
Santa Cruz, CA 95060

Phone: (831) 454-7741
Fax: (831) 454-7751
Email: parkspap@co.santacruz.ca.us

Permit #: RS49
Status: Approved
Date: Jan 05, 2020

Santa Cruz County Parks Department hereby grants to the Customer or Organization represented by its Authorized Signatory in the attached document and in the attached and incorporated Terms and Conditions the right to use the facilities named herein. This permission is subject to the limitations, conditions and penalties stated in the attached document and in the attached and incorporated Terms and Conditions.

Organizational Name: Sample Concessionaire
Customer Type: Resident Commercial
Organization Address: 3234 4th Ave.
Santa Cruz, CA 95060

Agent Name: Sample Concessionaire
System User: Mary C

Sample Concessionaire Permit

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
<th>Imprint</th>
<th>Amt. W/D Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/30/2020</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>$3.00</td>
<td>$3.00</td>
</tr>
</tbody>
</table>

Waiver and Information:

<table>
<thead>
<tr>
<th>Waiver Name</th>
<th>Due Date</th>
<th>Form</th>
<th>Waiver Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Waiver</td>
<td>Mar 30, 2020</td>
<td></td>
<td>Waiver Signed</td>
</tr>
</tbody>
</table>

Comply with Concessionaire Permit Terms and Conditions of Use, including Attachment 3 Statement of Form and Specifications and Attachment 3: Concessionaire and Term of Agreement.

County's formula-based conveyance fee is 9% of Concessionaire's gross revenues from the concession sales and/or services.

Concessionaire, shall pay County, portion of gross revenues within 90 days following each month end.
COUNTY OF SANTA CRUZ
General Services Department
Purchasing Division
701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073
(831) 454-2210  FAX: (831) 454-2710  TDD: 711

COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) # 18P3-004
FOR
The Hook Concessions Opportunity

Pre-Proposal Walkthrough
3:00 PM, PST, February 13, 2019
(Not Mandatory)
511 41st Avenue, Santa Cruz, CA 95003

Question Deadline
5:00 PM; PST, February 22, 2019
Submit questions by email to Contact Person

Submittal Deadline
5:00 PM, PST, March 8, 2019
Proposal must be submitted by this Deadline.

Submittal Location
General Services Department - Purchasing Division
701 Ocean Street, 3rd floor, room 330
Santa Cruz, CA 95060

Contact Person
Shauna Soldate, Buyer
Email: Shauna.Soldate@santacruzcounty.us
Phone (831) 454-2526
Fax (831) 454-2710
<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Invitation</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>Instructions to Respondents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.1 Preparation of RFP</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>2.2 RFP Documents</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>2.3 RFP Process Schedule</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>2.4 Submission of RFP Responses</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>2.5 Site Walkthrough</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>2.6 Deadline for Proposals</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2.7 Multiple Proposals</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2.8 Late Responses</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2.9 Point of Contact</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2.10 Non-Collusion Declaration</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2.11 References</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>2.12 RFP Evaluation Criteria</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>2.13 Reservations</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>2.14 Modification or Withdrawal of Proposals</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>2.15 Discrepancies, Omissions, and Interpretation</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>2.16 Notice of Intent to Award</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>2.17 Pre-Award Conference</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>2.18 Execution of Agreement</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>2.19 Concessionaire Responsibilities and Performance</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>2.20 Concessionaire Qualifications</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>2.21 Addenda</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>2.22 Proprietary Information</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>2.23 Protest and Appeals Procedures</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>2.24 Local Vendor Preference</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>Statement of Work and Specifications</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3.1. Overview</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>3.2. Scope: General Requirements</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Standard Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.1 Purpose of Permit</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.2 Term of Permit</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.3 Changes</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.4 Licenses, Permits, and Certifications</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.5 Compliance with Laws</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.6 Termination</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.7 Assignment</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.8 Inclusion of Documents</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>4.9 Off-Shore Outsourcing of Services</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>4.10 Force Majeure</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>4.11 Severability</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>4.12 Controlling Law</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>4.13 Amendment</td>
<td>15</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Standard Terms and Conditions (continued)</td>
<td></td>
</tr>
<tr>
<td>4.14</td>
<td>Indemnity and Insurance Requirements</td>
<td>15</td>
</tr>
<tr>
<td>4.15</td>
<td>Tropical Wood Products</td>
<td>15</td>
</tr>
<tr>
<td>4.16</td>
<td>Default</td>
<td>15</td>
</tr>
<tr>
<td>4.17</td>
<td>Equal Employment Opportunity</td>
<td>16</td>
</tr>
<tr>
<td>4.18</td>
<td>Independent Contractor Status</td>
<td>17</td>
</tr>
<tr>
<td>4.19</td>
<td>Retention and Audit of Records</td>
<td>17</td>
</tr>
<tr>
<td>4.20</td>
<td>Presentation of Claims</td>
<td>17</td>
</tr>
<tr>
<td>5</td>
<td>Official RFP Form</td>
<td>18</td>
</tr>
<tr>
<td>6</td>
<td>Attachments and Exhibits</td>
<td></td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Respondent Fact Sheet</td>
<td>20</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Customer References</td>
<td>22</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Designation of Subcontractors</td>
<td>23</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Non-Collusion Declaration</td>
<td>24</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Insurance Requirements &amp; Certificates</td>
<td>25</td>
</tr>
<tr>
<td>Exhibit F</td>
<td>Experience and Personal/Business References</td>
<td>27</td>
</tr>
<tr>
<td>Exhibit G</td>
<td>Statement of Financial Condition</td>
<td>31</td>
</tr>
<tr>
<td>Exhibit H</td>
<td>Protests and Appeals Procedures</td>
<td>32</td>
</tr>
<tr>
<td>Exhibit I</td>
<td>Locally Operated Business Preference Affidavit of Eligibility</td>
<td>34</td>
</tr>
<tr>
<td>Exhibit J</td>
<td>The Hook Beach Access Overview Map</td>
<td>35</td>
</tr>
<tr>
<td>Exhibit K</td>
<td>Concession Location Images</td>
<td>36</td>
</tr>
<tr>
<td>Exhibit L</td>
<td>Sample Concessionaire Permit</td>
<td>37</td>
</tr>
</tbody>
</table>
SECTION I. INVITATION

The County of Santa Cruz (County) invites sealed proposals for The Hook Concessions Services for 511 41st Avenue in Santa Cruz from fully insured Concessionaire(s) to furnish all labor and incidentals. Currently, no concession services are being provided at the location.

The Hook is a County park site which includes a parking lot, restroom building, overlook, and coastal access stairs at the end of 41st Avenue and East Cliff Parkway. The improvements to East Cliff Parkway in 2012 expanded public access along the Parkway’s walking and multi-use pathway/coastal trail and coastal access stairways between Pleasure Point and The Hook. The Hook is a popular surf location, ocean outlook, coastal trail pathway, and beach access point, with a heavily used parking lot. The implementation of a concessionaire program at The Hook is intended to provide concession services to the public that enhance the coastal experience in this area.

The designated concession location at The Hook parking lot is 170 square feet (10’x17’) and includes a cement pad, three-sided fenced enclosure, and electrical hook up with 20AMP GFI and 30AMP receptacles for 120-volt circuits. There are no other utility hookups, outbuildings, or storage facilities currently located on the site.

The concession location provides an opportunity for enhancement to the recreational environment in a coastal access setting as well as economic development of the area. Proposals are being solicited for food and/or retail concession sales and services that are designed to enhance or facilitate the park visitor’s experience. Proposals may include components such as: food service, retail products that enhance the local business environment, beach and ocean-related supplies, and/or other proposals that meet the enhancement goals.
SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of RFP
Respondent shall submit a completed proposal with the required attachments, exhibits and explanatory materials, as applicable, and as specified herein. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile or electronic responses will be accepted. Proposal must be completed in ink, typewritten, or word-processed as specified herein.

2.2 RFP Documents
Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule
The proposed schedule for submittal and review of responses and notification of Respondents follows. The County may change the proposed dates and/or RFP process as it deems necessary or appropriate.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise RFP – Santa Cruz Sentinel</td>
<td>January 30, 2019, February 6, 2019</td>
</tr>
<tr>
<td>Release RFP</td>
<td>January 30, 2019</td>
</tr>
<tr>
<td>Site Walkthrough (not mandatory)</td>
<td>February 13, 2019, 3:00 PM</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>February 22, 2019, 5:00 PM</td>
</tr>
<tr>
<td>Disseminations of Written Questions and Answers</td>
<td>March 1, 2019, 5:00 PM</td>
</tr>
<tr>
<td>Deadline for Proposals</td>
<td>March 8, 2019, 5:00 PM</td>
</tr>
<tr>
<td>Tentative Award</td>
<td>Week of March 11, 2019</td>
</tr>
<tr>
<td>Submission of Permit Requirements/ Documentation</td>
<td>March 11 through March 27, 2019</td>
</tr>
<tr>
<td>Concessionaire Permit Issuance/ Notification of Respondents</td>
<td>March 27, 2019</td>
</tr>
<tr>
<td>Permit Start Date</td>
<td>March 30, 2019</td>
</tr>
</tbody>
</table>

2.4 Submission of RFP Response
a. Respondent shall submit four (4) hardcopy sets: one (1) original signed in blue ink and marked “ORIGINAL” and three (3) identical copies; and one (1) electronic copy (USB drive or CD) of the completed proposal as specified herein.
b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked RFP #18P3-004, addressed to:

GSD - Purchasing Division
Attn: Shauna Soldate
701 Ocean Street, Room 330
Santa Cruz, CA 95060

2.5 Site Walkthrough
An optional walkthrough of the site will occur on Wednesday, February 13, 2019, at 3:00 PM PST at 511 41st Avenue, Santa Cruz, CA. Attendance is strongly recommended but not mandatory. No minutes will be recorded for this meeting.
2.6 **Deadline for Proposals**
The Deadline to Submit Proposals is **March 8, 2019, at 5:00 PM PST.**

2.7 **Multiple Proposals**
Only one RFP will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one proposal.

2.8 **Late Responses**
Proposals not received by **March 8, 2019, at 5:00 PM PST** will be rejected and/or returned unopened.

2.9 **Point of Contact**
Respondents shall direct all questions regarding the RFP to Shauna Soldate, Buyer, via e-mail at shauna.soldate@santacruzcounty.us. No other person has the authority to respond to any questions submitted unless specifically authorized by Ms. Soldate. Respondents may be disqualified for failure to adhere to this process.

2.10 **Non-Collusion Declaration**
Respondent shall execute a Non-Collusion Declaration on the form furnished by the County. Refer to Exhibit D.

2.11 **References**
A. Respondent shall complete and submit Exhibit B - Customer References and Exhibit F - Experience and Personal/Business References.
B. The County reserves the right to check any or all references:
   1. Necessary to assess a prospective Respondent’s past performance;
   2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
   3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.
C. All contact information must be correct and current and contacts must be reachable. Verify that contact information is current and confirm that contacts will be available to receive calls the week of March 11, 2019 or note alternate dates.
2.12 RFP Evaluation Criteria
A. It is the County's intent to select the responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving a number of criteria, including but not necessarily limited to the following:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Respondent’s demonstrated ability to successfully perform work (including Respondent’s qualifications).</td>
<td>20</td>
</tr>
<tr>
<td>2. Attractiveness and compatibility with the recreational use of The Hook, its surrounding beaches, coastal access points, and businesses.</td>
<td>20</td>
</tr>
<tr>
<td>3. Respondent’s business plan, including proposed plan for use of space, type of concessions, sample menu, sample of sales supplies, and standard operating procedures.</td>
<td>20</td>
</tr>
<tr>
<td>4. Compliance with RFP requirements, terms and conditions, organization, staff, and any applicable training.</td>
<td>15</td>
</tr>
<tr>
<td>5. Quality and performance of the services offered based on previous contracts, or reference checks for the same or similar services.</td>
<td>15</td>
</tr>
<tr>
<td>6. Revenue potential with percentage of gross sales offered</td>
<td>5</td>
</tr>
<tr>
<td>7. Locally operated business</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

B. A committee of County employees will evaluate all RFPs and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of permit is contingent upon approval from the County Board of Supervisors.

2.13 Reservations
County reserves the right to do the following at any time:
A. Reject any and all proposals without indicating any reasons for such rejection;
B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
C. Terminate the RFP and issue a new RFP anytime thereafter;
D. Procure any services specified in the RFP by other means;
E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
I. Accept all or a portion of a Respondent's proposal;
J. Negotiate with any or no Respondents; and
K. Terminate failed negotiations with any Respondents without liability, and negotiate with other Respondents.
2.14 Modification or Withdrawal of Proposals
Respondents may modify or withdraw proposals prior to the Deadline for Proposals by formal written notice. All proposals (including all related materials) not withdrawn prior to the Deadline for Proposals will become the property of County.

2.15 Discrepancies, Omissions and Interpretation
If Respondent observes a discrepancy or omission in, or is unclear about any RFP specifications or requirements, Respondent shall notify the Buyer via e-mail. The Buyer may issue clarifications or instructions in the form of an addendum. Respondent is responsible for seeking clarification on anything in the RFP that is unclear. County shall not be held responsible for interpretations. Respondent must submit questions in writing via email by February 22, 2019, 5:00 PM PST. The Buyer will disseminate written questions and answers in the form of an addendum. All addenda issued shall be incorporated into the permit awarded as a result of the RFP.

2.16 Notice of Intent to Award
Notice of Intent to Award may be issued upon receipt of all required documents.

2.17 Pre-Award Conference
The successful Respondent shall meet with County representative(s) prior to the Award of Permit to review the scope of work and finalize the proposed Permit.

2.18 Execution of Agreement
Upon successful reference checks, evaluations and receipt of all required documents, the agreement (Permit) must be executed by both parties.

2.19 Concessionaire Responsibilities and Performance
A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
C. Failure to comply with the RFP requirements provided herein could result in disqualification.
D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any permit awarded pursuant to the RFP.
E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
F. Respondent shall provide the services of one (1) or more qualified and dedicated permit manager(s) who will ensure that the services provided under the awarded permit are satisfactory.
2.20 Concessionaire Qualifications
Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.
A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Concessionaire shall provide a brief statement of company background including years in business and experience of support staff that will be assigned to permit. Refer to Exhibit F.
B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References and Exhibit F – Experience and Personal/ Business References.
C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a permit to conduct a food services and/or retail business in the State of California and the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
D. Other Information: Respondent shall provide sample daily menus. Respondent may also provide any other information deemed appropriate.

2.21 Addenda
A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or her designee.
B. Addenda will be posted on the General Services Department website. If/when necessary, the Buyer will email written addenda to all known Respondents of record.
C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or her designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the permit awarded as a result of this RFP.

2.22 Proprietary Information
Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protest and Appeals Procedures
Refer to Exhibit H – Protest and Appeals Procedures.

2.24 Local Vendor Preference
County of Santa Cruz will give a local business a local vendor preference of five (5) points toward a 100 point criteria scale. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must request from, complete, and return the Locally Operated Business Preference Affidavit of Eligibility form to the Purchasing Division of the General Services Department County of Santa Cruz within 3 days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor the five points.
SECTION 3. STATEMENT OF WORK AND SPECIFICATIONS

3.1 Overview
A. It is the County’s intent to solicit an RFP for concession sales and services at The Hook County Park and to award concession services to a single or multiple concessionaire(s).
B. County maintains the right, as it deems necessary or appropriate, to add or delete sales and services to Permit, with thirty (30) day written notice, to accommodate any future County-offered programs or due to a reduction in County funds.

3.2 Scope: General Requirements
A. Concessionaire’s Duties
1. Concessionaire agrees to manage and operate County’s concession sales and services (“concessions”) located at the The Hook County Park, 511 41st Avenue, Santa Cruz, CA as concession services to be accessed by the public.
2. Concessionaire will have the exclusive right and privilege to conduct concessions operations of their specific products/services on The Hook site. County reserves the right to use the site for County business or events during hours of non-operation.
3. Concession sales and services which may meet the enhancement goals of the The Hook County Park may be food service related, retail product sales, recreational in nature, or provide a concession service or sale that the County deems appropriate for the site.
4. Concessionaire shall furnish, at his/her own expense, all equipment and supplies and other items necessary for the operation of the concessions, including secure storage for any equipment and supplies left on-site overnight in the designated concessions location, subject to County approval and/or health permit requirements. The County is not responsible for items left overnight at park facilities. All services and operations shall be of the highest quality in presentation and safety. County has the right at any time to inspect all County property used and occupied by Concessionaire.
5. The transporting of the operation to and from The Hook site is the sole responsibility of the concessionaire, if applicable. Vehicles must abide by all applicable vehicle and parking statutes and regulations and not impede upon public use of the parking lot. Overnight vehicle parking is not permitted.
6. No structural site or other changes shall be permitted without written approval from the County.
7. The area designated for the specific concession operation must be kept clean and attractive at Concessionaire’s own expense.
8. All printed advertisement of the concession must be approved by the County prior to disbursement.
9. Concessionaire is responsible for the telephone services to the premises. Incidental water use may be provided; however, there will be no plumbed spickets available. Use of a generator or equipment that creates constant, pervasive noise is not permitted.
10. Concessionaire shall deposit at least daily all refuse and recycling resulting from the concessions operations in designated GreenWaste containers within the The Hook County Park. Concessionaire is responsible for arranging pick up of applicable waste products (e.g., used cooking oil) by an appropriate vendor(s).
11. Concessionaire shall submit to the County a complete list of all fees for food services and/or retail supplies the concessionaire intends to charge prior to the effective date of the agreement. Any changes or modifications to this list must be submitted in writing to the County for approval.

12. Concessionaire shall be an independent agent and shall not be an employee of County, nor shall any County employee(s) be employed by Concessionaire. All personnel employed by Concessionaire shall at all times and for all purposes be deemed solely Concessionaire’s employees. Concessionaire shall provide a sufficient number of qualified management and non-management employees to operate any food concessions, including a full time, onsite manager. The qualifications and performance of the manager shall be subject to County’s approval. Concessionaire shall employ on staff during the term of the agreement at least two (2) persons certified in food safety (i.e., Safe Serve), as required by the health permit for food safety training requirements.

13. Concessionaire and its agents and employees shall at all times comply with and abide by all rules and regulations heretofore adopted or that may hereinafter be adopted by the County Board of Supervisors. Concessionaire shall comply with all laws and ordinances of the County of Santa Cruz, the State of California, and the United States, including applicable noise ordinances.

14. Concessionaire shall not have the right to operate or promote any other type of business, other than the approved food services and/or retail sales related business, without the prior written consent from the County Parks Department. Concessionaire shall agree to conduct any and all concession sales and services in such a manner so as not to create a conflict of interest with other County operations.

15. Concessionaire shall not assign or sublease any rights under approved Permit without prior approval of the County. Any such assignment or sublease shall be void, and the County shall have the right to exclude any and all persons from the premises attempting to exercise any right or privilege under such assignment or sublease.

16. Should County decide that the concessions sales and/or services at the The Hook provided under Permit are no longer necessary or desired by County, County shall endeavor to provide Concessionaire at least thirty (30) days written notice of County’s intent to void Permit. At the end of the thirtieth day following such notice, Permit shall become null and void.

17. County is authorized to revoke Permit at any time for a violation of its conditions or for cause.

B. Concessionaire’s Duties for Food Concessions

1. Concessionaire agrees to obtain and maintain all necessary licenses and permits for the operation of the food concessions during the term of Permit, and further agrees to comply with all Federal, State, County and City laws, ordinances, rules and regulations governing and applicable to such operations, including applicable State labor laws.

2. Concessionaire agrees to prepare foods per food service industry standards and all methods of food preparation shall be subject to review by County’s agents for obnoxious odors, or other quality, health, safety, or environmental concerns.

3. Concessionaire shall maintain an adequate and reasonable inventory of food, beverages and supplies necessary to operate the food concessions in an efficient manner and shall offer for sale the highest quality foodstuffs available. Recyclable supply products will be utilized as required and/or feasible.
4. Concessionaire shall keep the food concessions and all related equipment and furniture in a safe, clean and sanitary condition. County has the right at any time to inspect all equipment used by concessionaire.

5. If the sale of alcoholic beverages is permitted, Concessionaire shall obtain and comply with any/all applicable license(s) required by the California Department of Department of Alcoholic Beverage Control and Alcohol Permit issued by the County Parks Department.

C. Concessionaire’s Duties for Retail Sales:
1. Concessionaire agrees to provide for the sale of retail products that enhance the local business environment and/or provide beach and ocean-related supplies, with items subject to the final approval by the County Parks Department.

2. The County does not provide express permission to provide tour services, lessons or other ocean and beach related activities on any beach or private property that is not under County jurisdiction. No surf school related instruction or services may be provided along East Cliff Drive Parkway between Pleasure Point Park and The Hook Park at 41st Avenue only, as a separate Surf School Concessionaire Permit is required by the County. Concessionaire is responsible for obtaining permission for such activities at any other locations from appropriate agencies, if applicable. Concessionaire shall provide copies of any permits obtained to the County before commencing these types of services.

D. County Duties
1. County shall provide the designated site and electrical utilities to operate the concessions, in view of existing infrastructure limitations of the The Hook concession location.

2. County will be responsible for providing the minimum required refuse containers and/or dumpster per the current available commercial business weekly collection services.

3. Upon request, County will assist Concessionaire in promotion of publicity materials on the County Parks Department website related to concession sales and services at The Hook.

E. Mutual Duties
1. County and Concessionaire shall mutually agree upon days and hours of concessions operation at The Hook.

2. County and Concessionaire shall mutually agree upon menu items and/or retail product sales. All food, beverages, and other items served and offered for sale under Permit shall be subject to the approval of the Parks Department, who may discontinue any item from being served or sold.

3. Any disputes that may arise regarding these issues shall be decided by County and shall be binding on Concessionaire.

D. County Compensation
1. Concessionaire shall provide a detailed accounting each month of all concessions activities. County’s compensation (portion of gross revenue) shall be 10% of Concessionaire’s gross revenues from the concessions.

2. Concessionaire shall pay County its portion of gross revenues within thirty (30) days following each month end. Concessionaire is responsible for providing financial documentation of monthly gross revenues with payment to County.
3. Gross income will include the entire price charged for all operations and concession services and sales on the The Hook site and shall not include any other taxes due to the City, County and State.

4. Concessionaire will be responsible for paying all taxes associated with the concession operation.

5. On or before ninety (90) days following each calendar year end, Concessionaire shall, at its sole cost and expense, provide County with an audited statement of profits and losses and gross and net sales for the preceding year prepared in accordance with generally accepted accounting principles. The auditor’s opinion shall state whether or not Concessionaire’s profits have been accurately computed, and whether the compensation paid to County has been accurately calculated. County reserves the right to audit all operating statements. Concessionaire shall submit operating statements to the Parks Department in a mutually agreed upon format. Concessionaire shall maintain its books and records in accordance with generally accepted accounting principles.

6. The financial terms of any permit awarded as a result of this RFP shall be adjusted, by mutual agreement of the parties, to reflect changes in Concessionaire’s costs and expenses resulting from any changes in County’s policies and practices, and/or changes in applicable Federal or State laws.

7. The terms of any permit awarded as a result of this RFP will run through March 31, 2020, renewable for a one (1) year extension, both at 10% of gross revenues, with an option to renew for an additional two (2) years at 10% or more of gross revenues, based on County’s continued receipt of satisfactory services from Concessionaire and by mutual agreement.
SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for the permit between County and the successful Concessionaire.

4.1 Purpose of Permit
   The purpose of Permit is to establish the terms and conditions under which the Concessionaire shall provide food concession services to County.

4.2 Term of Permit
   The term of Permit shall be for one (1) year, renewable up to one (1) year extension, with an option to renew for an additional two (2) years by mutual agreement.

4.3 Changes
   After award, no changes or additional service charges shall be made or imposed during the life of Permit, nor will bills for changes or extra charges, modifications or deviations be recognized or paid except upon written order from the County of Santa Cruz Parks Department, in advance of any additional work being performed.

4.4 Licenses, Permits, and Certifications
   The Concessionaire shall maintain all business and professional licenses that may be required by Federal, State and local codes or rules. Concessionaire’s employees shall also possess all applicable licenses and certifications required by the State of California and the County of Santa Cruz. Such licenses and certifications are to be presented to the County prior to the permit signing.

4.5 Compliance with Laws
   Concessionaire shall, during the term of Permit, comply with all applicable Federal, State and local rules, regulations and laws.

4.6 Termination
   The County reserves the right to terminate Permit, in whole or in part, at any time, for any reason, without penalty. County shall give Concessionaire thirty (30) days written notice prior to the effective date of termination. Concessionaire may terminate Permit with thirty (30) days written notice stating the reason for cancellation mailed to the Purchasing Division at 701 Ocean St. #330, Santa Cruz, CA 95060.

4.7 Assignment
   Concessionaire shall not assign the Permit, or any interest herein, without the written consent of the County, and then only to a person or persons approved by the County on such terms and conditions as County may require. Concessionaire must provide County thirty (30) days written notice prior to sale of Concessionaire. County may elect to cancel the Permit at that time, or permit the new owner to assume all existing Permit terms and conditions. Similarly, the Concessionaire must inform the County and receive approval for changes in Concessionaire’s Project Manager.

4.8 Inclusion of Documents
   This RFP, all addenda and the submittal in response to this RFP shall be become a part of any permit awarded as a result of this RFP.
4.9 **Off-Shore Outsourcing of Services**
Concessionaire shall certify that all services performed on any purchase order or permit with County, either by Concessionaire or any subcontractor will be performed solely by workers within the United States.

4.10 **Force Majeure**
Concessionaire shall not be liable for any delays with respect to Permit due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.11 **Severability**
Should any part of Permit be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Permit, which shall continue in full force and effect; provided that the remainder of Permit can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.12 **Controlling Law**
Permit shall only be governed and construed in accordance with the laws of the State of California. The County of Santa Cruz she shall be the proper venue for legal action regarding Permit.

4.13 **Amendment**
Amendment to or modification of the terms and conditions of Permit shall be effective only upon the mutual consent in writing by the parties hereto.

4.14 **Indemnity and Insurance Requirements**
A. Refer to Exhibit G - Indemnification and Insurance.
B. County reserves the right to cancel Permit in the event of non-compliance with the insurance requirements provided herein.

4.15 **Tropical Wood Products**
Any RFP, bid, or other response to a solicitation for RFP or bid which proposes or calls for the use of any tropical hardwood or tropical wood product in performance of Permit shall be deemed non-responsive. Concessionaire shall not provide any items in performance of Permit which are tropical hardwoods or tropical hardwood products. In the event any Respondent or Concessionaire fails to comply in good faith with any of the provisions of County Code Section 2.37.107, the Respondent or Concessionaire shall be liable for liquidated damages in an amount equal to the Respondent’s or Concessionaire’s net profit under Permit, or five percent (5%) of the total amount of Permit, whichever is greater. Concessionaire acknowledges and agrees that the liquidated damages assessed shall be payable to County upon demand and may be offset against any monies due to the Respondent or Concessionaire from any permit with County.

4.16 **Default**
A. In addition to its remedies under Section 4.6 of this RFP, the County may, by written notice of default to the Concessionaire, terminate the whole or any part of a permit if:
   1. If Concessionaire fails to perform as agreed within the time specified herein or promised, or any extension thereof; or
   2. If Concessionaire fails to perform any of the other provisions of Permit.
B. In the event County terminates Permit in whole or in part, as provided in Paragraph (a) of this clause, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Concessionaire shall be liable to County for any excess costs for such similar supplies, services or work; provided that Concessionaire shall continue the performance of Permit to the extent not terminated under the provisions of this clause. Concessionaire shall not be liable for any excess costs if the failure to perform Permit arises out of causes beyond the control and without the fault and negligence of Concessionaire.

4.17 Equal Employment Opportunity
During and in relation to the performance of Permit, Concessionaire agrees as follows:
A. Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
B. If Permit provides compensation in excess of $50,000 to Concessionaire and if Concessionaire employs fifteen (15) or more employees, the following requirements shall apply:
1. Concessionaire shall, in all solicitations or advertisements for employees placed by or on behalf of Concessionaire, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Concessionaire shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Concessionaire’s solicitation of goods and services.
2. Concessionaire may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Permit or with any of said rules, regulations or orders.
3. Concessionaire shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Permit by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to permits or subcontracts for standard commercial supplies or raw materials.
4.18 Independent Contractor Status
a. Concessionaire and County have reviewed and considered the principal test and secondary factors below and agree that Concessionaire is an independent contractor and not an employee of County. Concessionaire is responsible for all insurance (workers’ compensation, unemployment, etc.) and all payroll related taxes. Concessionaire is not entitled to any employee benefits. County agrees that Concessionaire shall have the right to control the manner and means of accomplishing the result permitted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Concessionaire is an independent contractor.
b. Principal Test: Concessionaire rather than County has the right to control the manner and means of accomplishing the result permitted for.
c. Secondary Factors:
   1. The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial;
   2. Concessionaire is engaged in a distinct occupation or business;
   3. In the locality, the work to be done by Concessionaire is usually done by a specialist without supervision, rather than under the direction of an employer;
   4. The skill required in the particular occupation is substantial rather than slight;
   5. Concessionaire rather than the County supplies the instrumentalities, tools and work place;
   6. The length of time for which Concessionaire is engaged is of limited duration rather than indefinite;
   7. The method of payment of Concessionaire is by the job rather than by the time;
   8. The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County;
   9. Concessionaire and County believe they are creating an independent contractor relationship rather than an employer-employee relationship; and
   10. County conducts public business.

4.19 Retention and Audit of Records
Concessionaire shall retain records pertinent to County-issued permit for a period of not less than five (5) years after final payment under Permit or until a final audit report is accepted by County, whichever occurs first. Concessionaire hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Permit.

4.20 Presentation of Claims
Presentation and processing of any or all claims arising out of or related to any permit shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment and incidentals required to provide the services subject to this Request for the costs stated and in conformance with the requirements, conditions and instructions of County of Santa Cruz RFP #18P3-004.

1. Respondent/Primary Concessionaire:

Concessionaire Name
Concessionaire Address
Concessionaire Phone
Concessionaire Website

2. Complete and/or execute and submit the following:

- Yes ☐ No ☐ Agree to remit 10% of monthly gross sales to County.
- Yes ☐ No ☐ Provide Sample Daily Menus and/or List of Retail Supplies/Equipment with Anticipated Pricing
- Yes ☐ No ☐ Provide Copies of Valid Licenses, Permits, and Certifications
- Yes ☐ No ☐ Exhibit A Respondent Fact Sheet
- Yes ☐ No ☐ Exhibit B Customer References
- Yes ☐ No ☐ Exhibit C Designation of Subcontractors
- Yes ☐ No ☐ Exhibit D Non-Collusion Declaration
- Yes ☐ No ☐ Exhibit E Insurance Requirements & Certificates
- Yes ☐ No ☐ Exhibit F Experience and Personal/Business References
- Yes ☐ No ☐ Exhibit G Statement of Financial Condition
- Yes ☐ No ☐ Exhibit H Protests and Appeals Procedures
- Yes ☐ No ☐ Exhibit I Locally Operate Business Preference Affidavit of Eligibility

3. Primary Contact:

Name
Title
Phone
Email Address

4. Compliance:

- Yes ☐ No ☐ Compliance with RFP specifications, requirements, terms and conditions.

If “No”, provide on company letterhead in attachment form a detailed explanation referencing all exceptions including the RFP section, paragraph, etc.
Santa Cruz County  
General Services Department- Purchasing Division  
RFP# 18P3-004  
The Hook Concessions Opportunity

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in ______________________, California, on ______________________, 2018

SIGNATURE ______________________ TITLE ______________________

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS ______________________

NAME OF FIRM _________________________________________________________

ADDRESS ______________________ CITY __________ STATE______ ZIP ________

TELEPHONE ______________________ DATE ______________________

EMAIL ADDRESS ______________________ ______________________

Attachment: The Hook Concessions RFP 18P3004 (6358 : RFPs for Concessionaires at Polo Grounds & The Hook)
SECTION 6. EXHIBITS

Exhibit A
RESPONDENT FACT SHEET

Name of Concessionaire: __________________________________________

Concessionaire Tax ID#: _________________________________________

Concessionaire operates and business is classified as:
____ Sole Proprietor  ____ Partnership  ____ Corporation
____ Government  ____ Fiduciary  ____ Other

Is Concessionaire:

1. Authorized to do business in California? Yes ___ No ___
2. A California-registered small business? Yes ___ No ___
3. A disabled-owned business? Yes ___ No ___
4. A women-owned business? Yes ___ No ___
5. A minority-owned business? Yes ___ No ___
6. Certified as a minority business by any public agency? Yes ___ No ___

If yes, name of agency: __________________________________________

Name of certifying officer: ___________________________ Phone #: __________

7. A Disadvantaged Business Enterprise (DBE) according to the definitions on page 24. If yes, indicate composition of ownership below.

   ____ % Disabled     ____ % Women     ____ % Black
   ____ % Hispanic     ____ % Asian American     ____ % Native American

Concessionaire has been in continuous operation under the present business name for ___ years.

Concessionaire’s annual sales volume is $___________

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes* ___ No ___

*If Yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension below, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Name: ___________________________ Phone: ___________________________

Reason for debarment/suspension (use additional pages if needed):
STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE
FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE
PROCEDURES SHALL BE AS FOLLOWS:

1. A Minority Business Enterprise (MBE) is a small business owned and controlled by
   one or more minorities or women. Owned and controlled means that:

   a. at least 51 percent of the small business concern is owned and controlled by one or
      more Minorities or women or, in the case of a publicly owned business, at least 51 percent of
      the stock of which is owned by one or more minorities or women; and

   b. whose management and daily business operations are controlled by one or more
      such individuals.

2. A Women Business Enterprise (WBE) is a small business, owned and controlled by
   one or more women. Owned and controlled means that:

   a. at least 51 percent of the small business concern is owned by one or more women; and

   b. whose management and daily business operations are controlled by one or more
      women who own it.

3. A Disabled Owned Business Enterprise (DOBE) is a small business owned and
   controlled by one or more disabled persons. Owned and controlled means that:

   a. at least 51 percent of the small business concern is owned by one or more disabled
      persons; and

   b. whose management and daily business operations are controlled by one or more
      disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional
definitions and requirements.
Exhibit B
Customer References

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. Agency Name: ____________________________
   Agency Address: ____________________________
   Contact Name: ____________________________
   Contact Title: ____________________________
   Contact Phone: ____________________________
   Contact Email: ____________________________
   Service Type: ____________________________

2. Agency Name: ____________________________
   Agency Address: ____________________________
   Contact Name: ____________________________
   Contact Title: ____________________________
   Contact Phone: ____________________________
   Contact Email: ____________________________
   Service Type: ____________________________

3. Agency Name: ____________________________
   Agency Address: ____________________________
   Contact Name: ____________________________
   Contact Title: ____________________________
   Contact Phone: ____________________________
   Contact Email: ____________________________
   Service Type: ____________________________

4. Agency Name: ____________________________
   Agency Address: ____________________________
   Contact Name: ____________________________
   Contact Title: ____________________________
   Contact Phone: ____________________________
   Contact Email: ____________________________
   Service Type: ____________________________
### Exhibit C

**Designation of Subcontractors**

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1. **Subcontractor Name:**
   
   **Subcontractor Address:**
   
   **Services to be performed:**

2. **Subcontractor Name:**
   
   **Subcontractor Address:**
   
   **Services to be performed:**

3. **Subcontractor Name:**
   
   **Subcontractor Address:**
   
   **Services to be performed:**

4. **Subcontractor Name:**
   
   **Subcontractor Address:**
   
   **Services to be performed:**
Exhibit D
Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITHProposal

I, ____________________________________________________________, am the

(Name)

__________________________________________________________,

(Position/Title) ____________________________________________ (Company)

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

_________________________________________ (Date) ____________________________ (Signature of Authorized Representative)

_________________________________________ Name of Bidder (Firm, Corp., Individual) ____________________________ Title of Authorized Representative
Exhibit E
INSURANCE REQUIREMENTS & CERTIFICATES

Indemnification for Damages, Taxes and Contributions
In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Concessionaire shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
i. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONCESSIONAIRE’S performance under the terms of this Permit, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONCESSIONAIRE and third persons.

ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONCESSIONAIRE and CONCESSIONAIRE’S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance
CONCESSIONAIRE, at its sole cost and expense, for the full term of this Permit (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONCESSIONAIRE’S insurance coverage and shall not contribute to it. If CONCESSIONAIRE normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Permit, that greater amount shall become the minimum required amount of insurance for purposes of this Permit. Therefore, CONCESSIONAIRE hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Permit. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONCESSIONAIRE utilizes one or more subcontractors in the performance of this Permit, CONCESSIONAIRE shall obtain and maintain CONCESSIONAIRE’s Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONCESSIONAIRE in this Permit, unless CONCESSIONAIRE and COUNTY unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits
   a. Worker’s Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Concessionaire has no employees and certifies to that fact.
   b. Automobile Liability Insurance for each of Concessionaire’s vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Concessionaire’s employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Concessionaire does not drive a vehicle in conjunction with any part of the performance of Permit and Concessionaire and County both certify to that fact.
c. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of $1,000,000 per occurrence, and $2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

d. Professional Liability Insurance in the minimum amount, to be determined by Concessionaire and County as applicable, combined single limit.

2. Other Insurance Provisions

a. As to all insurance coverage required herein any deductible or self-insured retention exceeding $5,000 shall be disclosed to and be subject to written approval by County.

b. If any insurance coverage required in Permit is provided on a “Claims Made” rather than “Occurrence” form, Concessionaire agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Permit (hereinafter “post Permit coverage”) and any extensions thereof. Concessionaire may maintain the required post Permit coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Permit coverage being both available and reasonably affordable in relation to the coverage provided during the term of Permit. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Permit in order to purchase prior acts or tail coverage for post Permit coverage shall be deemed to be reasonable.

c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Concessionaire, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

d. All required policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to the permitting department. Should Concessionaire fail to obtain such an endorsement to any policy required hereunder, Concessionaire shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Permit.

e. Concessionaire agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Permit with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Concessionaire’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.

f. Concessionaire hereby grants to County a waiver of any right of subrogation which any insurer of said Concessionaire may acquire against the County by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
Exhibit F
EXPERIENCE AND PERSONAL/BUSINESS REFERENCES

Eligible Respondents must possess at least two (2) years of verifiable food concessions and/or restaurant management experience in a comparable concessions operation. List your present or recent business or employment that satisfies this requirement.

1. Name and description of business:

   a. Period of time of experience (month/year to month/year): _______________________
   b. Facility size (square footage and maximum occupancy): _______________________
   c. Number of people employed and/or supervised: _______________________
   d. Contact name: ______________________ Contact phone: ______________________
   e. Average number of people served. Breakfast: _______ Lunch: _______ Dinner: _______
   f. Other pertinent information (optional).

   ______________________

2. Name and description of business:

   a. Period of time of experience (month/year to month/year): _______________________
   b. Facility size (square footage and maximum occupancy): _______________________
   c. Number of people employed and/or supervised: _______________________
   d. Contact name: ______________________ Contact phone: ______________________
   e. Average number of people served. Breakfast: _______ Lunch: _______ Dinner: _______
   f. Other pertinent information (optional).

   ______________________

3. Name and description of business:

   a. Period of time of experience (month/year to month/year): _______________________
   b. Facility size (square footage and maximum occupancy): _______________________
   c. Number of people employed and/or supervised: _______________________
   d. Contact name: ______________________ Contact phone: ______________________
   e. Average number of people served. Breakfast: _______ Lunch: _______ Dinner: _______
   f. Other pertinent information (optional).

   ______________________
4. Name and description of business:

   a. Period of time of experience (month/year to month/year): _______________________
   b. Facility size (square footage and maximum occupancy): _______________________
   c. Number of people employed and/or supervised: _______________________
   d. Contact name: ______________________ Contact phone: ______________________
   e. Average number of people served. Breakfast: _____ Lunch: _____ Dinner: _____
   f. Other pertinent information (optional).

5. If your present or recent business or employment does not cover the past ten (10) years, list businesses or employment including a description of each for the past ten year period. (Use additional sheet if necessary.)

6. List any food services or professional organizations to which you belong. (Use additional sheet if necessary.)
Santa Cruz County  
General Services Department- Purchasing Division  
RFP# 18P3-004  
The Hook Concessions Opportunity  

Personal reference for ____________________________________________
______________________________________________________________

RESPONDENT

I have submitted a proposal to conduct business with the County of Santa Cruz, and I request a personal reference from you. Please note the “Authorization to Release Information” below.

Please complete the bottom section of this form, and return the completed form to me at:

Name: ___________________________________________________________
Address: __________________________________________________________
_________________________________________________________________

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize the release of all business and personal information and/or verification of employment to the County of Santa Cruz, General Services Department, as said items related to my interest in securing an agreement with the County. This form may be reproduced or photocopied to be utilized as my consent to release business and personal information and/or verification of employment.

_________________________________________  
Print Respondent’s Name

_________________________________________  
Respondent’s Signature

_________________________________________  
Date

Please provide the following information for this person:

How long have you known this person? ____________________________________________

In what capacity do you this person? ____________________________________________

___________________________________________________________________________

What positive comments can you provide about this person?

___________________________________________________________________________

Do you have any apprehensions about providing a reference for this person?

___________________________________________________________________________

___________________________________________________________________________

Please provide any additional comments below.

___________________________________________________________________________

___________________________________________________________________________

Please place in sealed envelope and return to me at the address indicated above as soon as possible.

Thank you.
Santa Cruz County
General Services Department- Purchasing Division
RFP# 18P3-004
The Hook Concessions Opportunity

Business reference for ________________________________.

RESPONDENT

I have submitted a proposal to conduct business with the County of Santa Cruz, and I request a
business reference from you, the addressee of this form. Please note the “Authorization to Release
Information” below. This form may be reproduced or photocopied to be utilized as my consent to
release business and personal information and/or verification of employment.

Please complete the bottom section of this form, and return the completed form to me at:

Name: ________________________________
Address: ________________________________

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize the release of all business and personal information and/or verification of
employment to the County of Santa Cruz, General Services Department, as said items related to my
interest in securing an agreement with the County. This form may be reproduced or photocopied to
be utilized as my consent to release business and personal information and/or verification of
employment.

______________________________  ________________________________  __________________
Print Respondent’s Name                Respondent’s Signature                   Date

Please provide the following information for this person:

How long have you known this person? ________________________________

In what capacity do you this person? ________________________________

What positive comments can you provide about this person?

______________________________________________

______________________________________________

Do you have any apprehensions about providing a reference for this person?

______________________________________________

______________________________________________

Please provide any additional comments below.

______________________________________________

______________________________________________

Please place in sealed envelope and return to me at the address indicated above as soon as
possible. Thank you.
Exhibit G
Statement of Financial Condition

This statement forms a part of the proposal for the Concession Sales and Services at 2255 Huntington Drive, Aptos. As part of the selection procedure, it will be necessary for the County to verify each Respondent’s financial condition and credit rating. So that we may do so, please provide the following information. Material inaccuracies may result in your proposal being deemed non-responsive. Submit a separate statement for each business or Respondent(s).

Name: ____________________________________________
Address: __________________________________________
____________________________________________________
Telephone: __________________________________________

1. Bank References: (List bank name and address, account type and number for each account.)
   __________________________________________________
   __________________________________________________
   __________________________________________________
   __________________________________________________

2. Suppliers: (List name, address and phone number for each supplier.)
   __________________________________________________
   __________________________________________________
   __________________________________________________
   __________________________________________________

3. Indicate whether Respondent or any partnership, joint venture, and/or LLC in which Respondent was a member has ever declared bankruptcy or participated in a restructuring of debt commitments. Describe circumstances if applicable. (Use additional sheet if necessary.)

I certify that the forgoing is true and correct. Material falsification is grounds of rejection on the proposal.

__________________________________________
Signature

__________________________________________
Print Name

__________________________________________
Date
Exhibit H
PROTESTS AND APPEALS PROCEDURES

1. **Protests to the General Services Director**
   Any actual or prospective bidder, offeror or concessionaire who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

2. **Decision of the General Services Director**
   Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:
   (a) State the reason for the action taken;
   (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to $35,000), then the General Services Director’s decision shall be final.

3. **Protests and Appeals to the Board of Supervisors**
   (a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
   (b) Any actual or prospective bidder, offeror or concessionaire who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. **Time Limits for Filing Protests and Appeals to the Board of Supervisors**
   Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. **Content of Protest and Appeal; Stay of Award**
   Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:
   - A determination or interpretation is not in accord with the purpose of these procedures or County Code;
   - There was an error or abuse of discretion;
   - The record includes inaccurate information; or
   - A decision is not supported by the record.
   In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.
6. Protest and Appeal Procedure

(a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County’s receipt of a protest or appeal unless the protestor and County both consent to a later date.

(b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.

(c) Hearing. At the hearing, the Board shall review the record of the process or decision and hear oral explanations from the protestor and any other interested party.

(d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.

(e) A decision by the Board shall become final on the date the decision is announced to the public.

________________________
Signature

________________________
Print Name

________________________
Date
Exhibit I  
LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY

Please review County Code Section 2.37.108 "Local Business Preference". Complete all areas below. Incomplete forms will be rejected. Submit completed form by email, mail or in person to the above address.

1) LEGAL NAME OF BUSINESS: ________________________________
   Mailing address: ___________________________________________
   Physical address (if different): ________________________________

2) Month/year this business was established in Santa Cruz County:
   ____________________________

3) Business license issued by an incorporated city within Santa Cruz County:
   Business license #: ____________________________ Issued by: ____________

4) For transactions that require sales tax, provide the following reseller information:
   Reseller's permit #: ________________________________
   Company name and address as it appears on the reseller’s permit:
   ________________________________
   ________________________________
   ________________________________

5) Does this business have more than one (1) physical location in California?
   Yes_____ No_____
   If yes, please specify the physical location considered the point-of-sale for sales tax purposes:
   ________________________________

6) Does this business have at least one (1) physical location staffed by at least one (1)
   full-time employee or owner/operator located in Santa Cruz County?
   Yes_____ No_____
   Address
   ________________________________________________________________
   ________________________________________________________________

7) In the most recent tax year, was this business required to pay any or all of the
   following:
   Income taxes? Yes_____ No_____
   Payroll taxes? Yes_____ No_____
   Sales tax? Yes_____ No_____
   Property taxes for property located in Santa Cruz County? Yes_____ No_____

8) Is the local business delinquent in the payment of any taxes, charges or assessments
   owed to Santa Cruz County or to an incorporated city within Santa Cruz County? Yes_____ No_____

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County of Santa Cruz in an attempt to qualify for a local preference shall be prohibited from bidding on Santa Cruz County projects for a period of three (3) years.

Authorized Signature: ___________________________________________  Date: ____________

Printed Name & Title: ____________________________________________  Phone: ____________

(GSD350)
Exhibit J

The Hook Beach Access Overview Map (For Reference Only)
Exhibit L
Sample Concessionaire Permit (For Reference Only)

Permit
Santa Cruz County Permit
673 11th Avenue
Santa Cruz, CA 95060

Permit # R650
Notice
Applicant
Date

Santa Cruz County Parks Department hereby grants to the Customer or Organization represented by [Person], [Organization Name], [Organization Type], [Organization Address], the following Permit: [Permit Number]. With the signature of this document, the terms, conditions, and any other information or restrictions given in this document are hereby incorporated into the permit as a condition of the grant of permission. The applicant agrees to abide by all terms and conditions of this permit and any other restrictions that may be applicable.

Organizational Name: [Organization Name]
Customer Type: [Customer Type]
Organizational Address: [Organization Address]
Agent Name: [Agent Name]
System User: [System User]
Organization Phone: [Organization Phone]

**Sample Concessionaire Permit**

**Summary**

**Permit**

**Fees**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Permit Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>TOM Payment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Retailer</td>
<td>$0.00</td>
</tr>
<tr>
<td>Issuer</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Permit Fee</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

**Dates**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar 01, 2019</td>
<td>Start Date</td>
</tr>
<tr>
<td>Mar 31, 2020</td>
<td>End Date</td>
</tr>
</tbody>
</table>

**Waiver Information**

<table>
<thead>
<tr>
<th>Waiver Name</th>
<th>Due Date</th>
<th>R3c</th>
<th>Scheduling Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Waiver</td>
<td>Mar 30, 2019</td>
<td>R3c</td>
<td>Waiver Signed</td>
</tr>
</tbody>
</table>

**Notes**

- This sample permit is provided for reference only.
- Applicants must submit a completed and signed form for the actual permit.
- All fees and conditions must be met before issuing the permit.
- Contact the Parks Department for any questions or additional information.

Attachment: The Hook Concessions RFP 18P3004 (6358: RFPs for Concessionaires at Polo Grounds & The Hook)
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: Planning: Housing
(831) 454-2580
Subject: Deferral of Public Hearing on Harper Street Affordable Housing Property Disposition Agreement
Meeting Date: January 29, 2019

Recommended Action(s):
Defer the public hearing on the draft Affordable Housing Property Disposition Agreement (AHPDA) with Habitat for Humanity Monterey Bay for the County property located at 2340 Harper Street in Santa Cruz to the regular Board meeting of February 12, 2019, to be held beginning at 9:00 a.m. or thereafter.

Background
On November 20, 2018 the Board scheduled a public hearing on this matter to be held on January 29, 2019. A legal ad noticing the January 29 public hearing date was published on January 15 and January 22, 2019. At this time it is necessary to defer this hearing to the February 12, 2019 Board meeting to allow additional time for the parties to finalize the draft agreement.

Strategic Plan Element(s)
2A: Attainable Housing: Affordable Housing; and
2B: Attainable Housing: Community Development

Submitted by:
Kathleen Molloy, Planning Director

Recommended by:
Carlos J. Palacios, County Administrative Officer
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: DPW: Construction Management
(831) 454-2160
Subject: Accept Site Improvement - Tract 1579 Santa Cruz Collection
Meeting Date: January 29, 2019

Recommended Actions
1) Accept the subdivision Tract 1579 Santa Cruz Collection site improvements as complete in accordance with previously approved plans;

2) Direct the Department of Public Works to intake a bond or Letter of Credit for the Guarantee, Warranty, and Maintenance of Work Security of $135,000;

3) Direct the Clerk of the Board to release the Faithful Performance and the Monumentation Security of $905,000 upon receipt of a bond or Letter of Credit for the Guarantee, Warranty, and Maintenance of Work Security of $135,000;

4) Direct the Department of Public Works to provide for a search of the records at the end of three months. If that search reveals no posted liens against the project, the Deputy CAO, Director of Public Works shall authorize the Clerk of the Board to release the Labor and Materials Security of $450,000; and

5) Direct the Department of Public Works to conduct a review of the project at the end of twelve months. At that time, the Director of Public Works shall authorize the Clerk of the Board to release the $135,000 retained as the Guarantee, Warranty, and Maintenance of Work Security, provided there are no problems with the improvements.

Executive Summary
The Subdivision Agreement provides that at the time the Board of Supervisors accepts the improvements, that the Faithful Performance and Monumentation securities shall be released; the Labor & Materials Security shall be released once all liens against the project are cleared; and the Guarantee, Warranty and Maintenance of Work Security will be retained for a period of one year.

Background
On June 14, 2016, the Board of Supervisors approved the final map for this subdivision located at the corner of Jose Avenue and Rodriguez Street (see attached site map). The Department of Public Works inspected the constructed improvements and has determined that they are complete and acceptable in accordance with the previously approved plans. The Planning Department has also reviewed the project and approved acceptance of the site improvements. The developer, City Ventures Homebuilding,
LLC, provided Surety Bonds to cover the following securities:

- Faithful Performance and Monumentation Security: $905,000
- Labor & Materials Security: $450,000

The inspection fees have been paid in full.

**Analysis**

The subdivision improvements are complete for Santa Cruz Collection. It is beneficial for the County to accept the improvements for the developer to complete remaining project tasks for the benefit of the community.

To ensure that the contractor returns to the site during the one-year observation period upon acceptance, a bond or Letter of Credit for the Guarantee, Warranty, and Maintenance of Work Security of $135,000 not previously taken in during site improvements approval, must be obtained following subdivision acceptance. This will allow items of concern or deficiencies that become apparent following construction requiring contractor’s attention to be addressed such as cracked sidewalk concrete.

**Strategic Plan Element**

2.C (Attainable Housing: Local Inventory)
Santa Cruz Collection, Tract 1579, supports the goals of the County Strategic Plan by increasing housing options in the Live Oak area of Santa Cruz County.

**Submitted by:**
Matt Machado, Deputy CAO, Director of Public Works

**Recommended by:**
Carlos J. Palacios, County Administrative Officer

**Attachments:**
- Site Map
- Subdivision Agreement with City Ventures Homebuilding, LLC
- Surety Bonds
Recording Requested by:

When recorded mail to:

Department of Public Works
701 Ocean Street, Room 410
Santa Cruz, California 95060
Attn: County Surveyor
DPW Job No. 19128

Space above this line for Recorder’s use only.

SUBDIVISION AGREEMENT
(Partial Release Tract)

THIS AGREEMENT, by and between CITY VENTURES HOMEBUILDING, LLC, A
DELAWARE LIMITED LIABILITY COMPANY, hereinafter referred to as SUBDIVIDER, and
the COUNTY OF SANTA CRUZ, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, in connection with the development of that certain subdivision known as Tract
1579, APN 026-111-01, 026-111-16, SUBDIVIDER has previously filed with the COUNTY
Planning Director a tentative map of said subdivision, which said tentative map was duly
approved; and

WHEREAS, SUBDIVIDER has submitted, for approval and acceptance, a final map of
said subdivision; and

WHEREAS, certain work and improvements required by Chapter 14.01 of the Santa Cruz
County Code have not been completed, to wit:

Work and improvements required as conditions for approval of the tentative subdivision
map for this subdivision, including, but not limited to, site grading, driveway access,
drainage, erosion control (including the prevention of sedimentation or damage to off-site
property), street construction, sewer construction, and landscaping, all to be built or
completed in accordance with improvement plans on file with and approved by the Director
of Public Works, the Santa Cruz County Code and the Subdivision Map Act; and

WHEREAS, SUBDIVIDER hereby proposes to enter into an agreement with COUNTY,
by the terms of which agreement SUBDIVIDER agrees to have the work and improvements set
forth above completed on or before two years from the date of execution of this agreement by the
COUNTY pursuant to Sections 14.01.510, et seq. of the Santa Cruz County Code.
NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. CONSTRUCTION OF IMPROVEMENTS: SUBDIVIDER shall do all necessary work and construct the improvements described hereinabove, and complete such work and improvements in accordance with the provisions of the conditions of the tentative map approval, which are incorporated herein by reference. If the approved tentative map is amended, the SUBDIVIDER shall apply for and obtain an amendment to this agreement as necessary. All the improvements described above shall be completed on or before two years from the date of the execution of this agreement pursuant to Sections 14.01.101, et seq. of the Santa Cruz County Code, unless a written extension has been granted by the COUNTY.

All required improvements shall be substantially complete to the satisfaction of the COUNTY, prior to the granting of occupancy for any new unit.

All off-site work, if any, shall be done prior to or concurrently with on-site work, unless otherwise expressly specified by the conditions of the tentative map.

All materials used shall comply with the COUNTY’s specifications. SUBDIVIDER hereby guarantees that the above mentioned work and improvements shall in all respects meet specifications prescribed by the Director of Public Works. SUBDIVIDER guarantees and warrants all work and materials, and further agrees to replace defective work and materials and maintain all of said work and improvements to the satisfaction of COUNTY in accordance with Chapter 14.01 of the Santa Cruz County Code. SUBDIVIDER further agrees that all survey work shall comply with the requirements prescribed by the COUNTY.

2. EROSION CONTROL: SUBDIVIDER will take all necessary actions during the course of construction to prevent erosion damage to adjacent properties. It is understood and agreed that in the event of failure on the part of SUBDIVIDER to prevent erosion, COUNTY may do the work on an emergency basis and back-charge the SUBDIVIDER for the actual expenses incurred, or, if necessary, proceed against the Faithful Performance Security to cover COUNTY’S expenses.

3. SECURITY: Principal shall furnish to County security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such improvement security shall be in a form acceptable to County. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government, admitted to practice business in the State of California and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the County or deposited with a recognized escrow agent for the benefit of the County. Such security shall be in the following amounts for the following purposes:
(a) FAITHFUL PERFORMANCE: One hundred percent (100%) of the estimated cost of the improvements securing performance of this Agreement, which estimated cost is in the amount of: Nine hundred thousand dollars ($900,000) to assure that all work specified in this agreement will be completed. Except for that amount retained to provide the Guarantee, Warranty and Maintenance of Work Security, the Faithful Performance Security shall be released upon completion of the work and acceptance by the COUNTY of the work to be performed hereunder.

One partial release of the Faithful Performance Security will be made during construction of the project at the request of the SUBDIVIDER. The partial release shall be in an amount not less than 25 percent nor more than 50 percent of the total Faithful Performance Security amount. The SUBDIVIDER shall request that the partial release be done, and shall submit to the COUNTY proof that the requested percentage of the work has been completed and the SUBDIVIDER has paid SUBDIVIDER’s contractor(s) for that work.

(b) PAYMENT OF LABOR AND MATERIALS: Fifty percent (50%) of the estimated cost of the improvements, as set forth in Paragraph (a) which shall secure payment to materialmen and laborers furnishing materials and/or labor in connection with the above-described work or improvement. The Labor and Material Security shall be released 90 days after the acceptance of all the work if no liens have been filed against the project.

(c) INSPECTION SECURITY in the amount of: Ten thousand dollars ($10,000) (cash deposit). The Inspection Security shall be used to pay the COUNTY’s costs related to the inspection of the improvements to be constructed under this agreement. If those costs exceed the deposit, the SUBDIVIDER shall furnish an additional deposit in an amount determined by the COUNTY. Any balance remaining upon completion of the project will be refunded to the SUBDIVIDER.

(d) TAX SECURITY in the amount of: Fifty one thousand dollars ($51,000). The Tax Security shall be released upon certification by the County Auditor-Controller that the property taxes secured thereby have been paid in full.

(e) SURVEY MONUMENTATION: One hundred percent (100%) of the estimated cost of the installation of survey monuments, which estimated cost is in the amount of five thousand dollars ($5,000). The Monumentation Security shall be released upon certification by the SUBDIVIDER’s surveyor that the monuments have been set and the surveyor has been paid for doing so.

At the time the COUNTY Board of Supervisors accepts the improvements and coincident with the release of the Faithful Performance Security, a sufficient amount of said security shall be retained to provide:
(f) GUARANTEE, WARRANTY, MAINTENANCE OF WORK: The amount of one hundred thirty five thousand dollars ($135,000) which shall guarantee and warrant all work for a minimum period of twelve months following the completion and acceptance thereof by the Board against any defective work or labor done, or defective materials furnished, and to maintain such work to the satisfaction of the COUNTY for said period, all as provided in Section 14.01.511(c) (3) of the Santa Cruz County Code and Section 66499.3(d) of the Government Code. The Guarantee Warranty & Maintenance Security shall be released twelve months after the acceptance of the work, provided that the workmanship is approved and any necessary repairs have been completed.

(g) IRREVOCABILITY OF SECURITY. The improvement security furnished pursuant to Paragraph 3 shall be irrevocable, shall not be limited as to time (except as to the 1-year period specified in Paragraph 3(f)), and shall provide that it shall be released, in whole or in part, only upon the written approval of the Director of Public Works or his delegate.

(h) ACTIONS. At County's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 3, shall be brought in the appropriate court of competent jurisdiction within the County of Santa Cruz, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

(i) INSPECTION; RELEASE OF SECURITY FOR FAITHFUL PERFORMANCE. Principal may, from time to time, request the Director of Public Works to inspect the improvements as they progress. The Director of Public Works may, at his option, if he finds the work to be in accordance with the Design Criteria, accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 3(a); provided, however, that in no event shall he authorize the release of more than fifty percent (50%) of the improvement security until all the work has been completed and accepted.

(j) RELEASE OF REMAINING SECURITY FOR FAITHFUL PERFORMANCE; WARRANTY. At the conclusion of the construction of the improvements, and upon written acceptance of them by the County Board of Supervisors and approval of a Notice of Completion, the Director of Public Works shall authorize the release of the security provided pursuant to Paragraph 3(a) upon the furnishing of the warranty security as required by Paragraph 3(c).

(k) RELEASE OF SECURITY WHERE OTHER AGENCY APPROVAL REQUIRED. Notwithstanding paragraphs i and j, where any portion of the improvements is subject to approval by another agency, no release of security equal to the value of those improvements shall be made until the work is completed to the satisfaction of such other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

(l) RELEASE OF LABOR AND MATERIALS SECURITY. Ninety (90) days after a notice of completion is filed with respect to the improvements, the Director of Public Works may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 3(b) of this agreement, in the event that no claims have been filed against
said security. In the event that claims or actions are filed against the security, the Director of Public Works may release so much of such security as is in excess of the total of the claims made against it.

4. **FAILURE TO COMPLETE IMPROVEMENTS:** In the event SUBDIVIDER has not completed the specified work and improvements within the period of time allowed by this agreement, SUBDIVIDER shall not proceed further with such work and improvements unless and until approval to do so is obtained from the COUNTY. If the SUBDIVIDER fails to complete the work and improvements within the specified period of time the COUNTY may proceed against the Faithful Performance Security to obtain completion of such work and improvements, or may initiate proceedings to revert the subdivided property to acreage pursuant to the provisions of Sections 14.01.344 et seq. of the Santa Cruz County Code. Under normal circumstances, if it is not found to be contrary to the public interest, the COUNTY may allow renewals of this agreement, provided that all applicable requirements are met by SUBDIVIDER. The COUNTY reserves the right, upon each renewal, to increase the security amounts to reflect fluctuations in material and labor prices.

5. **INDEPENDENT CONTRACTOR:** SUBDIVIDER agrees that, in making the above-mentioned improvements, SUBDIVIDER is an independent contractor and not an employee of COUNTY, and all persons hired to furnish labor and/or materials in connection with proposed improvements are not employees of COUNTY.

6. **INDEMNIFICATION:** SUBDIVIDER agrees to defend and hold the COUNTY, its officers, employees, and agents harmless from any losses or damages, including attorney fees and costs to County Counsel and retained counsel, occasioned by injuries to persons and/or property arising out of or in any way connected with the above-mentioned work or improvement.

7. **FILING OF FINAL MAP:** For and in consideration of the execution of this agreement and fulfillment by SUBDIVIDER of the terms set forth herein, COUNTY agrees to accept for filing the final map of **Tract 1579**.

8. **BINDING ON SUCCESSORS AND ASSIGNS:** This agreement shall be binding upon the successors and assigns of each of the parties. SUBDIVIDER shall inform potential buyers of parcels of land created by the underlying subdivision of the obligations on successors and assigns created by this paragraph. SUBDIVIDER shall provide copies of this executed agreement to those potential buyers. SUBDIVIDER is advised that the sale of all or part of the underlying subdivision does not automatically transfer from the SUBDIVIDER the security obligations of this agreement. Those security obligations attach to SUBDIVIDER until all obligations of SUBDIVIDER under this agreement are fulfilled, or are transferred by substitution of a replacement agreement and replacement securities acceptable to the COUNTY.
IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto on 01/17/2016

COUNTY OF SANTA CRUZ

By: [Signature] — Director of Public Works

By: [Signature] — Witness

CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: [Signature]

PHIL KERR, AUTHORIZED AGENT

Address: 444 Spear Street Suite 200
San Francisco, CA 94103

Phone: 415-271-3069

APPROVED AS TO FORM:

[Signature]
Office of County Counsel

Notary required.

SUBAGR8A.DOC/
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California  
County of San Francisco  

On April 20, 2016 before me, Jason Bernstein, Notary  

personally appeared Phil Ker  

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document:  
Document Date:  
Number of Pages:  
Other Than Named Above:  

Capacity(ies) Claimed by Signer(s)
Signer’s Name:  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:  

Signer Is Representing:  

Signer’s Name:  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:  

Signer Is Representing:  

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)   Item #5907
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL(S) WHO SIGNED THE DOCUMENT WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On JUNE 17, 2016 before me, JOHN KRIEGSMAN, Deputy Clerk of said County of Santa Cruz, personally appeared JOHN J. PRESLEIGH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal at my office in said County and State, GAIL PELLERIN, COUNTY CLERK

Signature _______________________________ Deputy

JOHN KRIEGSMAN

The following information is OPTIONAL, however it may prove valuable to person(s) relying on the document and could prevent fraudulent removal and re-attachment of this acknowledgment to another document.

DESCRIPTION OF THE ATTACHED DOCUMENT

Title or Type of Document: Subdivision Agreement - Tract 1579

Document Date: 6-17-16 Number of Pages: 6

Signer(s) Other Than Named Above: Phil Kerr

Other Information: ________________________________

CAPACITIES CLAIMED BY SIGNER

Signer(s) Name: JOHN J. PRESLEIGH

X SANTA CRUZ COUNTY OFFICER – Title: DIRECTOR OF PUBLIC WORKS

X SANTA CRUZ COUNTY SANITATION DISTRICTS – Title: DISTRICT ENGINEER
Tract Number: 1579
Tract Name: Santa Cruz Collection
Principal: City Ventures Homebuilding, LLC

Effective Date:

COUNTY OF SANTA CRUZ
LABOR AND MATERIALS BOND
TRACT

The Board of Supervisors of the County of Santa Cruz (hereinafter designated as "County") and City Ventures Homebuilding, LLC (hereinafter designated as "Principal") have entered into an Agreement dated , relating to that subdivision known as Santa Cruz Collection, TRACT #1579, whereby Principal agrees to install and complete certain public improvements. Said Agreement is hereby referred to and made a part hereof.

Principal is required under the terms of the Agreement to furnish security for the claims to which reference is made in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code (hereinafter referred to as "the Statutes"). This bond is given in compliance with and subject to all of the provisions of the Agreement relating to security for labor and materials, the provisions of Chapter 5 (Improvement Security) of the Subdivision Map Act (Government Code §66499 et seq.), and § 14.01.511 of the County of Santa Cruz County Code.

Principal and American Contractors Indemnity Insurance Company, a corporation organized and existing under the laws of the State of California and authorized to transact surety business in the State of California, as Surety, our heirs, executors, administrators, successors, and assigns, are hereby obligated jointly and severally to County and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the Agreement and named in the Statutes in the sum of four hundred fifty thousand dollars ($450,000), lawful money of the United States.

The condition of this obligation is such that if Principal or any of his or its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all or either of them, shall fail to pay any of the persons, companies or corporations, named in the Statutes, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then Surety herein will pay for the same in an amount not to exceed the sum specified in this bond; otherwise, the above obligation shall be void.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Statutes, so as to give a right of action to them or their assigns in any suit brought upon this bond.
As a part of the obligation secured hereby and in addition to the face amount specified, there shall be included all reasonable costs and fees, including reasonable attorney's fees, incurred by any claimant in successfully enforcing the obligation, the amount to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Principal and Surety hereby warrant that they have read the Agreement and know and understand its contents.

This instrument has been duly executed by the Principal and Surety above named, on April 13, 2016.

PRINCIPAL

City Ventures Homebuilding, LLC

(Name of Principal)

By: __________________________

(Signature)

Scott Howard

(Type Name)

CEO

(Type Title)

SURETY

American Contractors Indemnity Insurance Company

(Name of Surety)

By: __________________________

(Signature)

Janina Monroe

(Type Name)

Attorney-In-Fact

(Type Title)
ALL PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }
County of Orange }

On APR 13 2016 before me, M. Barreras, Notary Public, personally appeared Janina Monroe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity (ies), and that by
his/her/their signatures (e)s on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

INSTRUCTIONS FOR COMPLETING THIS FORM
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not missed or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.
Tract Number: 1579
Tract Name: Santa Cruz Collection
Principal: City Ventures Homebuilding, LLC

Effective Date: ____________

COUNTY OF SANTA CRUZ
FAITHFUL PERFORMANCE/MONUMENTATION BOND
TRACT

The Board of Supervisors of the County of Santa Cruz, (hereinafter designated as "County") and City Ventures Homebuilding, LLC (hereinafter designated as "Principal") have entered into an Agreement dated ___________, relating to that subdivision known as Santa Cruz Collection, TRACT #1579, whereby Principal agrees to install and complete certain public improvements. Said Agreement is hereby referred to and made a part hereof.

Principal is required under the terms of the Agreement to furnish security for the faithful performance of the Agreement and for installation of survey monumentation. This bond is given in compliance with and subject to all of the provisions of the Agreement relating to performance and monumentation security, the provisions of Chapter 5 (Improvement Security) of the Subdivision Map Act (Government Code §66499 et seq.) and § 14.01.511 of the Santa Cruz County Code.

Principal and American Contractors Indemnity Insurance Company, a corporation organized and existing under the laws of the State of California and authorized to transact surety business in the State of California, as Surety, our heirs, executors, administrators, successors, and assigns, are hereby obligated jointly and severally to County in the amount of nine hundred five thousand dollars ($905,000), lawful money of the United States.

The condition of this obligation is such that if Principal, its heirs, executors, administrators, successors or assigns, shall fully perform the covenants, conditions and agreements in the Agreement and any alteration thereof that may be made, at the time and in the manner therein specified, and indemnify and save harmless County, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, there shall be included all reasonable costs and fees, including reasonable attorney's fees, incurred by County in successfully enforcing the obligation, the amount to be fixed by the court.
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Principal and Surety hereby warrant that they have read the Agreement and know and understand its contents.

This instrument has been duly executed by the Principal and Surety above named, on April 13, 2016.

PRINCIPAL
City Ventures Homebuilding, LLC

(Name of Principal)

By:
(Signature)

Scott Hauman
(Type Name)

CFD
(Type Title)

SURETY
American Contractors Indemnity Insurance Company

(Name of Surety)

By:
(Signature)

Janina Monroe
(Type Name)

Attorney-In-Fact
(Type Title)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Orange

On 4-14-16 before me, Michelle Bohannon - Notary Public

personally appeared Scott Homan

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

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

WITNESS my hand and official seal.

Michelle Bohannon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: 4/13/16

Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name: Scott Homan

☐ Corporate Officer — Title(s): CEO
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: DPW: Road Design
(831) 454-2160
Subject: Award the Blue Ridge Drive PM 0.49 Storm Damage Repair Project
Meeting Date: January 29, 2019

Recommended Actions
1) Accept the low bid of Cal West Construction General Building, Inc., of Gilroy, California, in the amount of $189,319.70 approving the contract award; and
2) Authorize the Deputy CAO, Director of Public Works to sign the contract on behalf of the County.

Executive Summary
On January 10, 2019, Public Works received three bids for the Blue Ridge Drive PM 0.49 Storm Damage Repair Project. Attached is a summary for your information. The engineer’s estimate was $226,200. The low bidder was Cal West Construction General Building, Inc., of Gilroy, California, in the amount of $189,319.70.

Background
On December 11, 2018, the Board authorized Public Works to advertise the Blue Ridge Drive PM 0.49 Storm Damage Repair Project and to return on January 29, 2019, with a recommendation for award of the contract.

Analysis
Blue Ridge Drive at PM 0.49 was damaged during the 2017 storm event. Authorization has been received from FEMA and CalOES to proceed with construction of the project.

Financial Impact
The anticipated construction cost of this contract is $189,319.70 under 621217/62330. Funding from FEMA and CalOES will cover the majority of the project costs, with a local match to cover the remaining amount. The funding was appropriated in the FY19 budget.

Strategic Plan Element
3.C (Reliable Transportation: Local Roads) - The Department of Public Works is working diligently to provide safe roadway conditions and repairing roadways damaged during storms is part of that goal.

Submitted by:
Matt Machado, Deputy CAO, Director of Public Works

**Recommended by:**
Carlos J. Palacios, County Administrative Officer

**Attachments:**

- a  Bid Summary - Blue Ridge Drive PM 0.49
- b  ADM-29 19D0235 Cal West Construction
## BLUE RIDGE DRIVE PM 0.49 - STORM DAMAGE REPAIR PROJECT

**Approval Date:** December 11, 2018  
**Bid Open Date:** January 10, 2019  
**Award Date:** January 29, 2019

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TRAFFIC CONTROL SYSTEM</td>
<td>LS</td>
<td>1</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>2</td>
<td>CLEARING AND GRUBBING</td>
<td>LS</td>
<td>1</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>3</td>
<td>(F) STRUCTURE EXCAVATION</td>
<td>CY</td>
<td>69</td>
<td>$250.00</td>
<td>$17,250.00</td>
<td>$100.00</td>
<td>$6,900.00</td>
<td>$100.00</td>
<td>$6,900.00</td>
<td>$120.00</td>
<td>$8,280.00</td>
</tr>
<tr>
<td>4</td>
<td>(F) ROADWAY EXCAVATION</td>
<td>CY</td>
<td>14</td>
<td>$300.00</td>
<td>$4,200.00</td>
<td>$100.00</td>
<td>$1,400.00</td>
<td>$100.00</td>
<td>$1,400.00</td>
<td>$300.00</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>5</td>
<td>(F) STRUCTURE BACKFILL</td>
<td>TON</td>
<td>35</td>
<td>$100.00</td>
<td>$3,500.00</td>
<td>$200.00</td>
<td>$7,000.00</td>
<td>$160.00</td>
<td>$5,600.00</td>
<td>$200.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>6</td>
<td>STEEL SOLDIER PILES (COMPLETE IN PLACE)</td>
<td>LF</td>
<td>175.0</td>
<td>$350.00</td>
<td>$61,250.00</td>
<td>$350.00</td>
<td>$61,250.00</td>
<td>$325.00</td>
<td>$56,875.00</td>
<td>$345.00</td>
<td>$60,375.00</td>
</tr>
<tr>
<td>7</td>
<td>TREATED TIMBER LAGGING</td>
<td>SF</td>
<td>464</td>
<td>$50.00</td>
<td>$23,200.00</td>
<td>$55.00</td>
<td>$25,520.00</td>
<td>$48.00</td>
<td>$22,272.00</td>
<td>$40.00</td>
<td>$18,560.00</td>
</tr>
<tr>
<td>8</td>
<td>GROUTED TIEBACK ANCHOR ASSEMBLY (COMPLETE-IN-PLACE)</td>
<td>EA</td>
<td>4</td>
<td>$7,000.00</td>
<td>$28,000.00</td>
<td>$5,000.00</td>
<td>$20,000.00</td>
<td>$7,500.00</td>
<td>$30,000.00</td>
<td>$10,000.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>9</td>
<td>STEEL CHANNEL WALERS (COMPLETE-IN-PLACE)</td>
<td>EA</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$14,800.00</td>
<td>$14,800.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>10</td>
<td>UNDERDRAIN SYSTEM (COMPLETE IN PLACE)</td>
<td>LS</td>
<td>1</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>11</td>
<td>MIDWEST GUARDRAIL SYSTEM</td>
<td>LF</td>
<td>38</td>
<td>$200.00</td>
<td>$7,600.00</td>
<td>$100.00</td>
<td>$3,800.00</td>
<td>$225.00</td>
<td>$5,550.00</td>
<td>$350.00</td>
<td>$6,460.00</td>
</tr>
<tr>
<td>12</td>
<td>TERMINAL END SYSTEM (TYPE ET)</td>
<td>EA</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>13</td>
<td>GABION END CLOSURE</td>
<td>CY</td>
<td>9</td>
<td>$300.00</td>
<td>$2,700.00</td>
<td>$1,000.00</td>
<td>$9,000.00</td>
<td>$660.00</td>
<td>$5,340.00</td>
<td>$400.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>14</td>
<td>CLASS 2 AGGREGATE BASE (3/4&quot; MAXIMUM)</td>
<td>TON</td>
<td>16</td>
<td>$150.00</td>
<td>$2,400.00</td>
<td>$200.00</td>
<td>$3,200.00</td>
<td>$200.00</td>
<td>$3,200.00</td>
<td>$200.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>15</td>
<td>ASPHALT CONCRETE (TYPE B, 1/2&quot; MAXIMUM)</td>
<td>TON</td>
<td>14</td>
<td>$400.00</td>
<td>$5,600.00</td>
<td>$875.00</td>
<td>$12,850.00</td>
<td>$500.00</td>
<td>$7,000.00</td>
<td>$400.00</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>16</td>
<td>ASPHALT CONCRETE DIKE (TYPE F)</td>
<td>LF</td>
<td>70</td>
<td>$50.00</td>
<td>$3,500.00</td>
<td>$105.71</td>
<td>$7,397.70</td>
<td>$60.00</td>
<td>$4,200.00</td>
<td>$45.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>17</td>
<td>EROSION CONTROL AND REVEGETATION</td>
<td>LS</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
<td>$8,500.00</td>
<td>$8,500.00</td>
</tr>
</tbody>
</table>

**Total:**  
$226,200.00  
$189,319.70  
$198,937.00  
$204,425.00
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Public Works - Roads and CAL WEST CONSTRUCTION GENERAL BUILDING INC.

The agreement will provide BLUE RIDGE DRIVE  PM 0.49

Period of agreement is from 1/29/2019 to 1/1/1000.

Anticipated Cost is $189,319.70.

Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>Account/Description</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Extd Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019</td>
<td>GL 621217 - 62330 / JL P76532 - 3665</td>
<td>1</td>
<td>LOT</td>
<td>$189,319.70</td>
<td>$189,319.70</td>
</tr>
</tbody>
</table>

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/16/19</td>
<td>DPW352</td>
<td>Michele Suttor</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>Note</td>
<td>MT6414</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/16/19</td>
<td>DPW187</td>
<td>Italo Jimenez</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/17/19</td>
<td>CAO052</td>
<td>Trish Daniels</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>Note</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CBD012 Alicia Murillo Deputy Clerk Certification of BOS Approval of Contract Pending

******************************************************************************************************************************************

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD

******************************************************************************************************************************************
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: DPW: Road Design
(831) 454-2160
Subject: Traffic Engineering Design Consultant Award of Contract
Meeting Date: January 29, 2019

Recommended Actions
1) Approve independent contractor agreement 19D0322 with Kimley-Horn and Associates for traffic engineering services in the not-to-exceed amount of $200,000 per year and a total not-to-exceed amount of $600,000 through June 30, 2021;

2) Approve independent contractor agreement 19D0321 with Ruggeri-Jensen-Azar and Associates for traffic engineering services in the not-to-exceed amount of $200,000 per year and a total not-to-exceed amount of $600,000 through June 30, 2021; and

3) Authorize the Deputy CAO, Director of Public Works to sign the original agreements on behalf of the County.

Executive Summary
Public Works has completed negotiations with Kimley-Horn and Associates and Ruggeri-Jensen-Azar and Associates for traffic engineering services.

Background
On October 30, 2018, the Board authorized the Department of Public Works to distribute the Request for Proposals (RFP) for traffic engineering design services. On November 29, 2018, Public Works received 5 proposals. The proposals were ranked, and the top two consultants were Kimley-Horn and Associates, Inc. and Ruggeri-Jensen-Azar and Associates.

Analysis
As part of the authorization to proceed with the RFP, Public Works anticipated that the not to exceed amount of $100,000 for each consultant would be sufficient. However, Public Works has determined that the not to exceed amount for each consultant needs to be increased from $100,000 to $200,000 per year based on the amount of work slated for the consultants such as a new signalized intersection design and traffic data collection throughout the County.

Financial Impact
The contracts are funded by local gas taxes in the Road Fund. No impact on the General Fund.
Strategic Plan Element
3.A,C (Reliable Transportation - Regional Mobility, Local Roads)
On-call traffic engineering consultants help the County improve the road infrastructure and road safety.

Submitted by:
Matt Machado, Deputy CAO, Director of Public Works

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:

a Contract 19D0321 - Ruggeri, Jensen, Azar & Associates
b ADM-29 19D0321 Ruggeri Jensen Azar & Associates
c Contract 19D0322 - Kimley Horn and Associates
d ADM-29 19D0322 Kimley-Horn and Associates
e Certificate of Insurance Kimley-Horn
f Certificate of Insurance RJA
Contract No. 19D0321

INDEPENDENT CONTRACTOR AGREEMENT (DESIGN PROFESSIONALS)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Ruggeri-Jensen-Azar and Associates, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: to provide traffic engineering consultant services as described in Exhibit A, Scope of Services for the County of Santa Cruz Public Works Department (hereinafter “the project”).

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed $200,000 annually, in a manner described in the Scope of Services.

3. TERM. The term of this Contract shall be: Board approval through June 30, 2021.

4. DESIGN DOCUMENTS. All design documents prepared by CONTRACTOR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations. Original design drawings and specifications are the property of CONTRACTOR; however, COUNTY shall be furnished with reproductions of drawings and specifications produced pursuant to this Contract. Reproductions shall be the property of the COUNTY, which may use them without CONTRACTOR’s permission for any purpose relating to the project, including construction of the work of improvement.

5. SCHEDULE. CONTRACTOR shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COUNTY and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONTRACTOR to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

6. EARLY TERMINATION. COUNTY may terminate this Contract at any time by giving thirty (30) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract only for cause, after providing COUNTY thirty (30) days’ written notice and opportunity to cure, specifying in detail the cause for termination.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it which arise out of, pertain to, or relate to CONTRACTOR’S negligence, recklessness, or willful misconduct under the terms of this
Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

3. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here __/___.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here __/___.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here __/___.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of $1,000,000 combined single limit, if, and only if, this Subparagraph is initial by CONTRACTOR and COUNTY __/___.
B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days' (10 days for nonpayment of premium) prior written notice has been given to:

Santa Cruz County
Department of Public Works
Attn: Russell Chen
701 Ocean Street, Room 410
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County
Department of Public Works
Attn: Russell Chen
701 Ocean Street, Room 410
Santa Cruz, CA 95060
(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

9. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 9B(1) and 9B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.
SECONDARY FACTORS:  (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

11. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

14. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

15. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

   Exhibit A, Scope of Services
   Exhibit B, Billing Rate Schedule

16. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY.

If Item # 16 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage Provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

Page 5
17. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.
SIGNATURE PAGE

Contract No. 19D0321

INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. RUGGERI-JENSEN-AZAR AND ASSOCIATES
   By: [Signature]
   Printed: [Name]

   Company Name: Ruggeri-Jensen-Azar and Associates
   Address: 8055 Camino Arroyo
             Gilroy, CA 95020
   Telephone: (408) 848-0300
   Fax: (408) 848-0302
   Email: Ltrujillo@rja-gps.com

3. APPROVED AS TO INSURANCE:
   [Signature]
   Risk Management

4. COUNTY OF SANTA CRUZ
   By: [Signature]
   Printed: [Name]

   DISTRIBUTION:
   - Public Works
   - Auditor-Controller-Treasurer-Tax Collector
   - Risk Management
   - Contractor

Page 7
EXHIBIT A

SCOPE OF SERVICES

It is understood by County and Consultant that Consultant performs or secures the performance of consulting and related services for the County as on-call consultants. On each occasion Consultant performs services of the Count, Consultant shall advise the County in writing of the scope of series to be provided, and the cost of and estimated time to perform services. Consultant shall not proceed to perform any such service until County and Consultant have established a project cost, completion schedule and a tie period of performance, and the County has given its written authorization to perform. Written approval for performance and compensation shall be granted by the Director of Public Works, or his/her designee.

Scope of Work

The assignments may include but are not limited to the following:

A. Qualitative analysis of general traffic circulation and transportation issues quantitative analysis of site-specific traffic operations and performance;
B. Formulation of options and recommendations for both general and specific projects, including improving traffic circulation, preparing cost estimates for recommended improvements, schematic design of proposed traffic improvements, collection of data to perform the above including traffic counts, origin and destination studies, traffic modeling, parking surveys, Level of Service analysis of intersections and streets, etc., as necessary;
C. Design of selected traffic improvements, including plans, specifications, and cost estimates;
D. Conduct and/or participate in public meetings to effectively communicate with the public;
E. Preparation and implementation of traffic signal coordination and timing plans;
F. Survey and property acquisition documentation including right-of-way investigation and appraisal map;
G. Speed surveys;
H. Traffic signal and stop sign warrants analyses;
I. Peer review of design projects, traffic studies, and traffic control plans.

Compensation

Compensation shall be as determined on a pre-authorized task-by-task basis according to the current billing rates of the Consultant as shown on Exhibit B.

Ownership of Documents

Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the County’s behalf), video and audio recordings, software output, and any other materials with respect to work performed under this Agreement shall vest with County at such time as County has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.
C. Current Fee Schedule

RJA
RATE AND EXPENSE SCHEDULES
(Effective through June 30, 2019)

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Traffic Engineer/Project Manager</td>
<td>240.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>225.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>215.00</td>
</tr>
<tr>
<td>Senior: Engineer, Surveyor, Planner</td>
<td>205.00</td>
</tr>
<tr>
<td>Associate: Engineer, Surveyor, Planner</td>
<td>190.00</td>
</tr>
<tr>
<td>Engineer, Surveyor, Planner</td>
<td>176.00</td>
</tr>
<tr>
<td>Assistant: Engineer, Surveyor, Planner</td>
<td>155.00</td>
</tr>
<tr>
<td>Senior Designer/Technician</td>
<td>160.00</td>
</tr>
<tr>
<td>Technician</td>
<td>138.00</td>
</tr>
<tr>
<td>Assistant Technician</td>
<td>118.00</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>110.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>93.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>70.00</td>
</tr>
<tr>
<td>Field Survey Manager</td>
<td>190.00</td>
</tr>
<tr>
<td>1-Person Survey Crew</td>
<td>175.00</td>
</tr>
<tr>
<td>2-Person Survey Crew</td>
<td>275.00</td>
</tr>
<tr>
<td>3-Person Survey Crew</td>
<td>330.00</td>
</tr>
<tr>
<td>Principal</td>
<td>240.00</td>
</tr>
<tr>
<td>Deposition/Court Appearance</td>
<td></td>
</tr>
</tbody>
</table>

rates are available upon request

EXPENSE SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Copy (24&quot;x36&quot;)</td>
<td>$1.50 each</td>
</tr>
<tr>
<td>Color/mylar plot (small, medium)</td>
<td>$10.00 each</td>
</tr>
<tr>
<td>Color/mylar plot (large)</td>
<td>$50.00 each</td>
</tr>
<tr>
<td>Xerox copy</td>
<td>$0.15 each</td>
</tr>
<tr>
<td>Color xerox copy (8½ x 11 or 11 x 17)</td>
<td>$0.50 each</td>
</tr>
<tr>
<td>Client-Requested Overtime</td>
<td>Hourly Rate plus 25%</td>
</tr>
</tbody>
</table>

All other expenses, including: Actual Cost plus 15%

- Delivery Service
- Outside Reproduction
- Mileage - Auto
- Outside Consultants
- Travel & Expenses
- Filing or Permit Fees
- Conference Call Expenses
Jeff Waller Consulting, LLC is proposing the following rate schedule for work with the County of Santa Cruz:

<table>
<thead>
<tr>
<th>Staff</th>
<th>Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Jeff Waller</td>
<td>$145/hour</td>
</tr>
</tbody>
</table>

Other Miscellaneous Fees:
- Subconsultants: Fee + 10%
- Shipping (FedEx, UPS, US Mail): Fee + 10%
- Mileage Reimbursement: $0.545 / mile
- Meals Reimbursement: Expenses + 5%
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Public Works - Roads and RUGGERI JENSEN AZAR AND ASSOCIATES.

The agreement will provide TRAFFIC ENGINEERING FOR VARIOUS PROJECTS

Period of agreement is from 1/29/2019 to 6/30/2021.

Anticipated Cost is $200,000.00.

Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>Account/Description</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Extd Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019</td>
<td>GL 621100 - 62330 / JL P40030 - 3665</td>
<td>1</td>
<td>LOT</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

TRAFFIC ENGINEERING FOR VARIOUS PROJECTS

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/16/19 12:44:28</td>
<td>DPW352</td>
<td>Michele Suttora</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>Note: MT6480 1 OF 2 1/29/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/16/19 13:07:10</td>
<td>DPW187</td>
<td>Italo Jimenez</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/17/19 7:47:16</td>
<td>CAO052</td>
<td>Trish Daniels</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting:</td>
<td>Accepted</td>
</tr>
<tr>
<td>Note: pending BOS approval 1/29/19</td>
<td></td>
<td></td>
<td></td>
<td>Recommended for BOS Approval</td>
<td></td>
</tr>
<tr>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td></td>
<td>Pending</td>
</tr>
</tbody>
</table>

***********************************************************************************************************************************************
**THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD**
***********************************************************************************************************************************************
Contract No. 19D0322

INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Kimley-Horn and Associates, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: to provide traffic engineering consultant services as described in Exhibit A, Scope of Services for the County of Santa Cruz Public Works Department (hereinafter “the project”).

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed $200,000 annually, in a manner described in the Scope of Services.

3. TERM. The term of this Contract shall be: Board approval through June 30, 2021.

4. DESIGN DOCUMENTS. All design documents prepared by CONTRACTOR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations. Original design drawings and specifications are the property of CONTRACTOR; however, COUNTY shall be furnished with reproductions of drawings and specifications produced pursuant to this Contract. Reproductions shall be the property of the COUNTY, which may use them without CONTRACTOR’s permission for any purpose relating to the project, including construction of the work of improvement.

5. SCHEDULE. CONTRACTOR shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COUNTY and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONTRACTOR to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

6. EARLY TERMINATION. COUNTY may terminate this Contract at any time by giving thirty (30) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract only for cause, after providing COUNTY thirty (30) days’ written notice and opportunity to cure, specifying in detail the cause for termination.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it which arise out of, pertain to, or relate to CONTRACTOR’S negligence, recklessness, or willful misconduct under the terms of this
Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor’s Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here _____ / _____.

A. Types of Insurance and Minimum Limits

(1) Workers’ Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here ________.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR’S employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here _____ / _____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of $1,000,000 combined single limit, if, and only if, this Subparagraph is initialied by CONTRACTOR and COUNTY _____ / _____.

Page 2
B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ (10 days for nonpayment of premium) prior written notice has been given to:

Santa Cruz County
Department of Public Works
Attn: Russell Chen
701 Ocean Street, Room 410
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County
Department of Public Works
Attn: Russell Chen
701 Ocean Street, Room 410
Santa Cruz, CA 95060
(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

9. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

   (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR’S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

   (2) In the event of the CONTRACTOR’S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

   (3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 9B(1) and 9B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

   **PRINCIPAL TEST:** The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.
SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

11. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

14. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

15. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Exhibit A, Scope of Services
Exhibit B, Billing Rate Schedule

16. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY___________.

If Item # 16 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage Provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.
17. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than $100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

///

///

///

///
INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. KIMLEY-HORN AND ASSOCIATES, INC.

   By: ____________________________
   SIGNED
   PRINTED

   Company Name: Kimley-Horn and Associates, Inc.

   Address: 100 West San Fernando Street
             San Jose, CA 95113

   Telephone: (669) 800-4146

   Email: frederik.venter@kimley-horn.com

   KHACA 03

3. APPROVED AS TO INSURANCE:
   ____________________________
   Risk Management

DISTRIBUTION:
- Public Works
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

4. COUNTY OF SANTA CRUZ

   By: ____________________________
   SIGNED
   PRINTED

   APPROVED AS TO FORM:
   ____________________________
   Office of the County Counsel
EXHIBIT A

SCOPE OF SERVICES

It is understood by County and Consultant that Consultant performs or secures the performance of consulting and related services for the County as on-call consultants. On each occasion Consultant performs services of the Count, Consultant shall advise the County in writing of the scope of series to be provided, and the cost of and estimated time to perform services. Consultant shall not proceed to perform any such service until County and Consultant have established a project cost, completion schedule and a tie period of performance, and the County has given its written authorization to perform. Written approval for performance and compensation shall be granted by the Director of Public Works, or his/her designee.

Scope of Work

The assignments may include but are not limited to the following:

A. Qualitative analysis of general traffic circulation and transportation issues quantitative analysis of site-specific traffic operations and performance;
B. Formulation of options and recommendations for both general and specific projects, including improving traffic circulation, preparing cost estimates for recommended improvements, schematic design of proposed traffic improvements, collection of data to perform the above including traffic counts, origin and destination studies, traffic modeling, parking surveys, Level of Service analysis of intersections and streets, etc., as necessary;
C. Design of selected traffic improvements, including plans, specifications, and cost estimates;
D. Conduct and/or participate in public meetings to effectively communicate with the public;
E. Preparation and implementation of traffic signal coordination and timing plans;
F. Survey and property acquisition documentation including right-of-way investigation and appraisal map;
G. Speed surveys;
H. Traffic signal and stop sign warrants analyses;
I. Peer review of design projects, traffic studies, and traffic control plans.

Compensation

Compensation shall be as determined on a pre-authorized task-by-task basis according to the current billing rates of the Consultant as shown on Exhibit B.

Ownership of Documents

Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the County’s behalf), video and audio recordings, software output, and any other materials with respect to work performed under this Agreement shall vest with County at such time as County has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.
EXHIBIT B

C Current Fee Schedule

Kimley-Horn and Associates, Inc.

*Hourly Rate Schedule*
Effective July 1, 2018 through June 30, 2019

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyst I</td>
<td>$105 - $125</td>
</tr>
<tr>
<td>Analyst II</td>
<td>$125 - $140</td>
</tr>
<tr>
<td>Professional I</td>
<td>$140 - $165</td>
</tr>
<tr>
<td>Professional II</td>
<td>$165 - $215</td>
</tr>
<tr>
<td>Sr. Professional I</td>
<td>$215 - $240</td>
</tr>
<tr>
<td>Sr. Professional II</td>
<td>$240 - $280</td>
</tr>
<tr>
<td>Sr. Professional III/Sr. Tech Advisor</td>
<td>$280 - $325</td>
</tr>
<tr>
<td>Project Support</td>
<td>$125 - $155</td>
</tr>
<tr>
<td>Admin Support</td>
<td>$90 - $125</td>
</tr>
</tbody>
</table>

*Rates will be escalated yearly on July 1st.*

*Other Direct Costs:* Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at cost plus 10%. Mileage will be billed at the Federal Rate.

*Subconsultants:* Billed at cost plus 10%

*Office Expenses:* 5% will be applied to labor fees to cover direct expenses, such as in-house duplicating and blueprinting, local mileage, telephone/mobile calls, electronic messaging, postage, and word processing.
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Public Works - Roads and KIMLEY-HORN AND ASSOCIATES INC.

The agreement will provide TRAFFIC ENGINEERING FOR VARIOUS PROJECTS

Period of agreement is from 1/29/2019 to 6/30/2021.

Anticipated Cost is $200,000.00.

Appropriations/Revenues are available and are budgeted as follows:

<table>
<thead>
<tr>
<th>No</th>
<th>FY</th>
<th>Account/Description</th>
<th>Qty</th>
<th>Units</th>
<th>Price</th>
<th>Extd Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019</td>
<td>GL 621100 - 62330 / JL P40031 - 3665</td>
<td>1</td>
<td>LOT</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

TRAFFIC ENGINEERING FOR VARIOUS PROJECTS

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

<table>
<thead>
<tr>
<th>Time</th>
<th>User ID</th>
<th>User Name</th>
<th>Role</th>
<th>Approved As To</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/16/19 12:55:37</td>
<td>DPW352</td>
<td>Michele Suttora</td>
<td>Contract Initiator</td>
<td>Self-Approved</td>
<td>Accepted</td>
</tr>
<tr>
<td>Note</td>
<td>MT6480 2 OF 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/16/19 13:05:45</td>
<td>DPW187</td>
<td>Italo Jimenez</td>
<td>Departmental Manager</td>
<td>Appropriations Are Available</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/17/19 7:50:09</td>
<td>CAO052</td>
<td>Trish Daniels</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>Note</td>
<td>CAO052</td>
<td>Trish Daniels</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/17/19 7:50:09</td>
<td>CAO052</td>
<td>Trish Daniels</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>Note</td>
<td>CAO052</td>
<td>Trish Daniels</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>01/17/19 7:50:09</td>
<td>CAO052</td>
<td>Trish Daniels</td>
<td>County Administrative Office</td>
<td>Proposal and Accounting: Recommended for BOS Approval</td>
<td>Accepted</td>
</tr>
<tr>
<td>Note</td>
<td>CBD012</td>
<td>Alicia Murillo</td>
<td>Deputy Clerk</td>
<td>Certification of BOS Approval of Contract</td>
<td>Pending</td>
</tr>
</tbody>
</table>

************************************************************
THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS CERTIFIED BY THE CLERK OF THE BOARD
************************************************************
County of Santa Cruz Board of Supervisors
Agenda Item Submittal
From: DPW Freedom County Sanitation District
831-454-2160
Subject: Airport Freedom Trunk Sewer Replacement Project Update
Meeting Date: January 29, 2019

Recommended Action
Accept and file this update on the Airport Freedom Trunk Sewer Replacement project.

Executive Summary
On April 24, 2018, staff provided the Board with an update on the City of Watsonville’s (City) Airport Freedom Trunk Sewer Replacement project that will provide for the construction of approximately 4,280 lineal feet of new 18-inch and 21-inch sewer line through the City. The Board directed staff to return to the Board by the end of January 2019 with a project update.

Background
In 1984, the City and the Freedom County Sanitation District (District) entered into an agreement to jointly coordinate efforts for the collection, transmission, treatment and disposal of wastewater. In 2007, as part of the agreement, a Sanitary Sewer Evaluation and Capacity Assurance Plan was developed for the area. The Airport Freedom Trunk Sewer Replacement project is needed to prevent sanitary sewer overflows. The City has submitted 100 percent plans and specifications and an engineer’s estimate for the District’s review. The proposed design will reroute existing sewer segments between Airport Boulevard and South Green Valley Road to Freedom Boulevard in order to provide better access to the sanitary lines. The project also includes upsizing the sewer lines in order to reduce the risk of wet weather overflows. The approximate project limits are shown on Attachment A.

The City was planning to advertise the project for bids in January 2019 but has postponed advertisement as they reevaluate the capital improvement needs for their collection system as a whole. Since the Airport Freedom Trunk Sewer Replacement Project has a dedicated funding source and partial funding from the Freedom County Sanitation District, the City will likely move forward with the project soon, but a schedule has not been determined.

Analysis
The engineer’s estimate for the project is $3,389,484. Since the sewer line transmits the District’s wastewater, the District is responsible for fifty percent of the total project cost per the 1984 Agreement. The District’s portion of the costs will be paid over twenty years per the terms of the City’s Clean Water State Revolving Fund Loan for the project. These costs were considered in the adopted budget.
Financial Impact
The City of Watsoville has received a 20-year term Clean Water State Revolving Fund Loan. The Freedom County Sanitation District's share is anticipated to be $89,000 annually starting in August 2020.

Strategic Plan Element
6.C (County Operational Excellence - County Infrastructure)
This project responsibly maintains the sewer transmission line that conveys the Freedom County Sanitation District's wastewater to the Watsonville treatment plant, while seeking to prevent sanitary sewer overflows that could be harmful to the environment and the community.

Submitted by:
Matt Machado, Deputy CAO, Director of Public Works

Recommended by:
Carlos J. Palacios, County Administrative Officer

Attachments:
 a  Project Limits - Attachment A
Airport Freedom Trunk Sewer Replacement Project